



Loudoun County, Virginia

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## REQUEST FOR PROPOSAL

### OPERATION AND MAINTENANCE OF THE COMMUTER BUS SYSTEM

ACCEPTANCE DATE: Prior to 4:00 p.m., April 3, 2014 "Atomic" Time

RFP NUMBER: QQ-01849

ACCEPTANCE Department of Management and Financial Services  
PLACE: Division of Procurement, MSC #41C  
One Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

**PLEASE NOTE:** State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.30 and 9.20. Please complete the Proof of Authority to Transact Business in Virginia form on page 75 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

#### **Pre-Proposal Meeting**

An information meeting for potential Offerors will be conducted at the Loudoun County Government Center in Leesburg, VA at 1:00 P.M. on February 26, 2014 in the Lovettsville Conference Room, 1<sup>st</sup> Floor, 1 Harrison Street, Leesburg, Virginia 20175. Participation in the meeting is encouraged, but is not mandatory, as this will be an opportunity for interested parties to gain additional information on the requirements and specifics of the solicitation.

Questions for the pre-proposal meeting may be submitted as follows:

- In advance via e-mail to Phil Butterfass at [Phil.Butterfass@loudoun.gov](mailto:Phil.Butterfass@loudoun.gov), subject line entitled Operation and Maintenance of the Commuter Bus System RFP Questions.
- Orally at the Pre-Proposal Meeting.
- After the Pre-Proposal Meeting, via e-mail subject line entitled Operation and Maintenance of the Commuter Bus System RFP Questions but no later than March 20, 2014.

Responses to all questions will be communicated via addendum.

Requests for information related to this Proposal should be directed to:

Philip R. Butterfass, CPPB

Contracting Officer

(703) 737-8493

(703) 771-5097 (Fax)

E-mail address: [Philip.Butterfass@loudoun.gov](mailto:Philip.Butterfass@loudoun.gov)

This document can be downloaded from our web site:

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: February 19, 2014

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF  
DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE  
CONTACT THIS DIVISION AS SOON AS POSSIBLE.

**REQUEST FOR PROPOSAL**

**OPERATION AND MAINTENANCE OF THE  
COMMUTER BUS SYSTEM**

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Prepared By: Philip R. Butterfass, CPPB Date: February 19, 2014  
Contracting Officer

# **OPERATION AND MAINTENANCE OF THE COMMUTER BUS SYSTEM**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is to obtain firm fixed price proposals from firms specializing in operating and maintaining commuter bus systems. The scope of this RFP includes but is not limited to providing experienced licensed vehicle operators and performing all maintenance tasks described herein.

The County is requesting proposals from offerors that requires the successful offeror to operate and maintain County owned and leased commuter buses. The County will also provide a Transportation Maintenance and Operations Facility ("TMOF" or "Facility") where the successful Contractor will maintain and store the commuter buses.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the acceptance date for proposals.

## **3.0 BACKGROUND INFORMATION**

### **History**

In the 1970's and early 1980's, Sterling Commuter Bus, a privately owned and operated commuter bus service, carried passengers from Eastern Loudoun County to destinations in Washington, D.C. In 1993, Sterling Commuter Bus encountered financial difficulties and in 1994 the County assumed the operation of the commuter bus service. Passenger volumes have grown steadily in the eighteen years since the County began operating the commuter bus service. Currently, the County has 65 vehicles available for service: 52 County owned commuter buses, eight leased coaches from the County's current commuter bus service contractor and five contractor provided shuttle buses.

There are four distinct commuter bus routes with 79 AM scheduled runs and 80 PM scheduled runs. Ridership with three buses in calendar year 1995 was just over 44,000 passenger trips. Ridership in fiscal year 2013 exceeded 1.3 million passenger trips.

### **Fleet**

In 2003, the County began purchasing its own fleet of commuter buses and prepared to contract for the operation and maintenance of the commuter bus service. In February 2004, the County took possession of the first of the 22 County owned commuter buses. The majority of commuter buses in the fleet are

MCI D4500 commuter coaches, 45 feet long with seating for 55 passengers and amenities such as reclining seats, restrooms, reading lights and Luminator destination signage. The exterior of the commuter buses are embellished with the LC Transit logo and telephone number, and permitted advertising as described in Section 5.8 herein.

### **Operation and Maintenance of Commuter Buses**

In July 2004, through a competitive procurement, a Contract was issued to Yellow Bus Service to operate and maintain the County commuter buses. The contract was for three years with two three-year renewal periods plus a one-year renewal period. The County renewed the contract in 2007 and again in 2010. The current one year renewal was negotiated and approved by the Board of Supervisors in February 2013. During the term of the Contract, Yellow Bus Service was purchased by Connex and then by Veolia Transportation (Transdev), the current contractor.

The cost of operation of the commuter bus service is primarily covered by passenger fares. Including the annualized cost of the commuter bus fleet, the fares cover approximately 65% to 70% of annual commuter bus services costs, with the remainder covered by state operating assistance and County funds.

### **Rider Communication/Notification**

A survey of County commuter bus riders conducted in 2008 indicated that these riders are “choice riders” who can afford other modes of transportation but choose this service for reasons that include the ability to do other things while commuting, time savings, and the convenience of point-to-point service. Loudoun County Transit (LC Transit) focuses on providing rider-oriented scheduling and effective communication tools. LC Transit's email notification system, “Bus Biz,” has been sending communication to riders since 2001. Bus Biz is used to convey non-urgent information, i.e., schedule modifications, holiday service, park and ride lot issues, etc. Over 3,400 email addresses are enrolled in Bus Biz and TC Biz (Tysons Express).

In 2003, LC Transit's rider communication was enhanced with the addition of the current contractor provided and maintained real-time, text-messaging notification system, “LC Alert.” The intent of LC Alert is to notify riders of unanticipated delays, detours or disruptions in service in real time. Riders can enroll to receive text messages sent from the contractor's dispatch office to their cell phones, pagers, and computers. Over 4,300 text addresses are enrolled with LC Alert. The successful contractor under this RFP will provide, at a minimum, this level of service.

### **Transit Maintenance and Operations Facility (TMOF)**

The County is constructing a Transit Maintenance and Operations Facility (TMOF or Facility) to meet the current and future needs of the County's transit bus fleet.

The Facility is designed to meet projected transit service levels through 2030, to be energy and water efficient and be LEED certified.

The TMOF will consist of two (2) buildings: a 20,200 square foot bus maintenance building and a 6,980 square foot administration building. The maintenance building consists of five bus maintenance bays, a detail bay with toilet dump and fare vault with two probe locations, a bus wash bay, parts room, electronics repair room, tire room, bench area, lube and reclaim rooms as well as administrative offices with support spaces.

The TMOF administration building consists of offices and all necessary support space including bus vehicle operator ready room and quiet room, bus vehicle operator locker and shower rooms, dispatch and road supervisors' offices, meeting/training room, break room and secured storage.

The site will include security fencing and gates along the perimeter and will have 90 parking spaces for employee parking as well as 78 secure parking spaces for the bus fleet.

These Facilities are located at the end of Loudoun Center Place in Leesburg, Virginia, behind the County's Vehicle Maintenance Facility located at 42000 Loudoun Center Place. The two buildings that comprise this Facility are located at 42031 and 42075 Loudoun Center Place, Leesburg, Virginia 20175. Occupancy of this Facility will coincide with the effective date of the resultant Contract per the terms of Attachment #1 to this RFP.

### **Silver Line**

The Dulles Corridor Metrorail Project ("Metrorail Project") is one of the County's priority transportation projects. Once completed, the Metrorail Project will bring metrorail transit service, in the form of the Silver Line, to Loudoun County, with stops at Dulles Airport and, along the Dulles Greenway in the vicinity of Route 606 (Old Ox Road) and Route 772 (Ryan Road).

The Metrorail Project is divided into two phases. Phase 1 is scheduled to be operational to Wiehle Avenue in Reston, Virginia by early 2014. Phase 2 is scheduled to be operational to Route 772 (Ryan Road) in the Ashburn area five years later. Eastbound service on the Silver Line will go from stations along the Dulles Corridor onto existing Orange Line tracks and serve existing Orange Line stations from East Falls Church in Arlington County to Stadium-Armory in Washington, D.C.

The Metrorail Project will provide vital surface transportation links to Dulles Airport and offers convenient commuting opportunities for Loudoun County residents who work in Fairfax County and other nearby jurisdictions. The Route 606 and Route 772 stations will include approximately 2,750 and 3,300 parking spaces, respectively, in support of regional commuters. The Metrorail Project will

also benefit employees who travel “reverse commutes” from neighboring jurisdictions to employment centers in Loudoun County.

With the arrival of Metrorail to Loudoun County, existing transit service will be altered to serve changing commuter patterns. The successful contractor under this solicitation will be required to help the County address these changes.

#### **4.0 OFFEROR’S MINIMUM QUALIFICATIONS**

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

Offerors must demonstrate they have had a minimum of five (5) years of experience in providing similar commuter bus operations and maintenance on a scale equal to or greater than what is listed in the scope of services.

#### **5.0 SCOPE OF SERVICES**

##### **5.1 Initial Service Description and Destinations**

Weekday mornings, from approximately 4:30 a.m. to 9:30 a.m., riders are transported from various park and ride lots throughout Loudoun County to destinations in Tysons Corner, Virginia, Arlington, Virginia (including the Pentagon) and Washington, D.C. (See Attachment #7). Additionally, certain future routes will connect riders to Phase I Silver Line Metrorail Stations.

Currently, Monday through Thursday, one bus offers a midday return option for riders from bus stops in Washington, D.C. to certain park and ride lots in Loudoun County. (See Attachment #6). On Fridays, midday service is expanded to additional routes and park and ride lots. Currently, those lots are listed in Attachment #6 but they are subject to change.

Afternoon peak service begins operations around 3:30 p.m. and concludes with the last scheduled drop in Loudoun County at 9:00 p.m.

The fleet assigned to the LC Transit commuter bus service is made up of 45 foot, 55 passenger MCI commuter coaches, motor coaches and Gillig 40 foot transit style buses. Additional details regarding the composition of the fleet are available in the Fleet Section of this RFP.

Many of the buses are scheduled for multiple runs (trips) in the morning and afternoon service. Where possible, the buses are routed on the Dulles Greenway, the Dulles Airport Access Road, and I-66 during HOV designated times. For the long haul service, approximately one third of the travel time is spent in the stop and go traffic of Arlington and Washington, D. C.

Current schedules for all of the services described below are included as an attachment to this RFP at Attachment #6.

#### **A. Routes**

Effective with operations of Phase I of the Silver Line of Metrorail scheduled for spring, 2014, the County's commuter bus service will operate four distinct routes, with variations within those routes: long haul, metrorail-connecting, reverse commute, and Tysons Corner service. Details on these schedules and routes are available on Attachment #6.

##### **1. Long Haul**

The Long Haul route refers to runs that originate from park and ride lots in Loudoun County and travel to destinations in Arlington and the District of Columbia. Within the Long Haul service, there are different runs that group one or more of the park and ride lots and certain destinations. For example, certain runs may originate at a park and ride lot in Dulles South, travel to Dulles North to pick up additional riders, and from there travel to Rosslyn and destinations on the west side of Washington, D.C., terminating service at the Ronald Reagan Building at 1300 Pennsylvania Ave NW, Washington, DC 20004. These different runs are done to balance passenger loads, and best utilize the bus capacity. They are subject to change.



## **2. Metrorail Connection**

The Metrorail Connection originates at one or more park and ride lots in Loudoun County and, concurrent with Phase I Silver Line operations, will travel to a Phase I Silver Line Metrorail station in Fairfax County, where riders can depart the bus and connect to destinations throughout the region via the Metrorail system.

## **3. Reverse Commute**

Concurrent with Phase I of Silver Line operations, the Reverse Commute originates at a Phase I Silver Line Metrorail station and travels back to Loudoun County, serving large employer sites.

## **4. Tysons Corner**

The Tysons Corner service combines Metrorail connection with the Reverse Commute and also circulates among certain employment sites in Tysons Corner.

## **5. Ridership**

Daily ridership for the commuter bus service is currently in excess of 6,000 passenger trips per day. As of the date of this RFP, the fare for the Long Haul service is \$7.00 with a SmarTrip® card or \$8.00 cash. The fare for the Metro -Connection service is \$2.00 with the SmarTrip® card or \$2.50 cash. Almost all riders pay their fare with the SmarTrip® card, and some choose to load value on their card when boarding the commuter bus. It is important to note that fare levels are established by the Loudoun County Board of Supervisors, and are next scheduled for review in March, 2014. Changes to fare levels may occur at that time, and are subject to change during the course of this procurement and term of the resultant contract.

## **6. Schedules**

Colorized operating schedules are produced by the County for use by the Contractor in run-pairing, training and planning for labor needs. The colorized schedule is the basis for budgeting and service hour invoicing. Passenger schedules are developed, produced and distributed by County staff.

### **a. Schedule Changes.**

During the term of this Contract, the County may direct the Contractor to modify routes, stops and schedules. The County will notify the Contractor of such modifications at least thirty (30)

calendar days prior to the date on which the modification is to be effective, unless otherwise agreed to by the parties.

**b. Route and Service Modifications**

**i. Route and Service Modifications due to **planned** significant, but non-recurring, events**

When significant planned events occur (such as protests, events in Washington, D.C., street closures, detours, etc.), the County will work with the Contractor to plan route modifications. The County will be responsible for notifying the riders of any route or schedule modifications.

**ii. Route and Service Modifications due to **unplanned** non-recurring events**

For unplanned events requiring immediate response, the Contractor will develop detours and relocate stops, as necessary. Any such action shall be communicated immediately by the Contractor to the ridership through the real-time notification system, and to the County Transit and Commuter Services Manager or designee.

**B. Days / hours of service**

The commuter bus service currently operates Monday through Friday, approximately 253 days per year. Service is primarily in peak AM and PM commuting hours, with daily limited midday service on the Long Haul routes. Friday service includes midday service on additional routes. On Fridays / days prior to major holidays, additional early dismissal service may be provided.

**C. Holidays and holiday service**

**1. Service is not operated on the following holidays:**

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**2. Limited holiday service is currently offered on the following holidays:**

- Martin Luther King, Jr. Day
- Presidents Day
- Columbus Day
- Veterans Day
- Friday after Thanksgiving

**3. Amendments and Modifications**

The County reserves the right to amend the holiday and modified holiday schedule during the course of the Contract, with a minimum of fourteen days-notice, unless otherwise agreed to by the parties. The County may exercise the option to modify or limit service during other holiday periods to more closely match anticipated passenger loads. These changes will be communicated at least fourteen days in advance of day of operation, unless otherwise agreed to by the parties.

**D. Weather Policy and Schedule Options**

LC Transit utilizes an Emergency Service Plan when severe weather and difficult road conditions or an emergency situation preclude normal operations. As a general rule, if the Office of Personnel Management closes the offices of the Federal Government, some or all of the commuter bus service will not operate. However, all commuter bus service is to be operated in inclement weather unless the Contractor receives permission from the County's Transit and Commuter Services Manager or designee to cancel or operate at a modified or lesser service level, consistent with the County's adopted Emergency Service Plan. The Contractor will be asked to provide input to this decision.

**E. Park and Ride Lots**

The majority of routes operate to and from park and ride lots in Loudoun County. Existing lot locations are detailed on the map labeled Attachment #7. The County has a plan for increased park and ride lots that will be operational during the term of this contract. Plans for service to these new lots will be coordinated with the Contractor at least thirty days in advance of service startup, unless otherwise agreed to by the parties.

**F. Special Events**

On occasion, the County will require the Contractor to operate commuter buses for a special event. The types of events could include

a Tour of the County for elected officials or bringing a bus to a community or employer transportation event. These types of special events are usually known well in advance so planning can be coordinated between the County and the Contractor to make the arrangements necessary to complete the planning. These additional service hours may be invoiced by the Contractor at the contracted service hour rate.

## **G. Plans**

The County submitted a Transit Development Plan (TDP) to the Virginia Department of Rail and Public Transportation (DRPT) in November 2011. The TDP is a six-year short-term service plan with adjustments made every year, as necessary to maintain a six year window of service planning. DRPT requires that TDPs be completely updated every three years. The TDP is designed to help transit operators improve their efficiency and effectiveness by identifying the need and required resources for modifying and enhancing services provided to the general public. These plans also provide a solid foundation for funding requests and feed directly into the programming process.

The Loudoun County TDP proposes significant service changes within the next six year window (2014 to 2020) related to planned population growth in the County and the arrival of the Silver Line. Relevant proposed service, facility and rolling stock improvements in the TDP include:

- Purchase low floor transit style buses as needed to accommodate demand and to replace commuter coaches on Metro-Connection routes.
- Periodic adjustments to commuter bus routes and schedules to incorporate planned additional park and ride lots at Eastgate, Dulles Town Center and One Loudoun, and to accommodate related shifts in passenger demand.
- A second park and ride lot in the Leesburg area is planned in the proposed 2016 Capital Improvements Program (CIP).
- Re-direct some or all of the existing Metro-Connection service(s) to Silver Line stations, and expand this service.

Concurrent with Metrorail Service to Route 772/Loudoun Station:

- Begin rerouting most Metro-Connection services to Loudoun County Metrorail stations, and adjust service frequencies during peak periods as necessary.
- Reroute Potomac Falls Metrorail Connections service to the new Herndon Monroe Station.
- Purchase additional low floor transit style buses to accommodate growth.
- Initiate service from Leesburg to the Route 772 Metrorail Station.

Ten Year Horizon beyond Metrorail Service to Route 772/Loudoun Station:

- Adjust Long Haul service and fleet to accommodate any declining ridership demand related to the arrival of Metrorail.

## **H. Challenges**

Long-term challenges and opportunities for County transit services as noted in the TDP include:

- Assessing both the fares charged as well as the overall sustainability of commuter bus service, particularly as Metrorail becomes available, taking into account the cost of commuter alternatives (parking, tolls, fuel, etc.)
- Increasing commuter transit services to accommodate the expected rise in demand that will result from the increased costs of driving and overall traffic congestion, as well as the time advantages afforded by the planned HOV and HOT networks in the region.
- Introduction of Metrorail and feeder bus services to accommodate Loudoun County residents who travel to major employment centers served by Metrorail.
- Serving local and regional commuters to Loudoun County employment centers with well-connected and well-timed transit options that connect regional and local transit modes
- Adjusting fleet composition and schedules to meet the needs of Loudoun County citizens transitioning from the Long Haul commuter bus to Metrorail.

## **I. Demographics of riders**

As generally “choice riders”, Loudoun County commuters might use their personal automobile for some trips and public transit for others depending on their needs, the service provided, time or cost savings,

and other factors. As “choice riders”, they have high expectations for the quality of service in terms of safety, reliability, travel times, and customer service.

In 2008, the County contracted with a private firm to conduct surveys of riders of the commuter bus system. Key survey results are included in the Countywide Transportation Plan, and are summarized below:

- The 35 to 49 age category claimed the most respondents (47%) with 50 to 64 being the second most reported age range (35%).
- 41% of respondents indicated their annual household income exceeded \$125,000. Another 28% came from households earning \$75,000 to \$125,000.
- More than half of respondents (53%) reported working for the Federal Government.
- An overwhelming majority of respondents using the Long Haul service (97%) drove a car to a park and ride facility.

The survey asked a series of questions regarding why riders chose the County’s commuter bus service and what factors were most influential in their choice to ride. Respondents could choose up to two answers, and the most selected responses were “I can do other things during trip” (46%) and “I do not like to drive in traffic” (40%). Another 34% selected “The bus is faster than driving.”

Rider expectations of a high quality service will be factored in the evaluation of prospective service Contractors, as reflected in the evaluation criteria section of this RFP.

#### **J. Service Planning participation**

The Contractor will be an active participant in commuter bus planning efforts including, but not limited to location of bus stops, timing and re-timing routes, access to Metrorail stations, and problem solving. Typically, these planning services will require the participation of Contractor supervisory, safety or training staff. No additional costs will be invoiced to the County.

#### **K. Run cutting**

The Contractor will work closely with County staff on blocking, run-cutting, run-pairing and other related functions to operator assignment based on schedules provided by County Staff.

#### **L. Extraboards**

The Contractor will provide an extraboard adequately sized to insure that all routes / runs are completed as scheduled. All personnel assigned to the extraboard will be thoroughly trained to operate all of the routes. The Contractor should consider and propose a fair and adequate "extra-board" program to attract and reward staff for choosing to participate in this program. The "extra-board" program, including levels and incentives is to be submitted as part of the proposal.

#### **M. Strategic spares**

The Contractor will stage strategic spare buses and operators to be used at the Contractor's discretion to insure that services are completed as scheduled. The intent of the strategic spare program is to reach an incident within ten minutes to address a vehicle breakdown, a vehicle accident, an unanticipated overcrowding issue, or an incident that impacts traffic and service delivery. A plan for number and staging location of strategic spares is to be included with each proposal.

#### **N. Turnsheets**

The County will work with the Contractor staff to develop and maintain turnsheets for all runs / routes. Turnsheets are the official route descriptions and will be used by the Contractor for training and in-service use. The Contractor is responsible for providing and maintaining any turnsheets for out-of-service or deadheads which will include alternate routings and alternate staging locations.

#### **O. Idling Policy**

When laying over or parking a bus with no passengers, no bus will be allowed to idle for a period of more than five minutes, unless directed to do so by an immediate supervisor.

When completing a pre-trip inspection, idling as part of the inspection cannot exceed fifteen minutes.

In periods of extreme weather as determined and directed by a supervisor, vehicle idle time may not exceed ten minutes in any sixty minute period. This exception is typically invoked in situations involving extreme cold or extreme heat and the climate control on the vehicle is required to be in operation for comfort purposes. Supervisors have the authority to make exceptions to either of these rules when deemed necessary.

Various jurisdictions are charged with the enforcement of the Clean Air Laws governing idling times and will issue citations to operators who are found to be in violation. Operators are required to adhere to the more restrictive of the local requirements or the Loudoun County requirements. The Contractor shall be responsible for being aware of and insuring adherence to this policy. Any violation of the Idling Reduction Policy listed here is subject to liquidated damages as defined in the Liquidated Damages section of this document.

**P. Service and Support Vehicles**

The Contractor shall provide all support vehicles necessary to support the service delivery such as maintenance vehicles, road supervision vehicles, and accessibility backup vehicles. The Contractor shall not use revenue vehicles for support functions, except where permission has been granted by Loudoun County and such permission will ordinarily be given only in emergency situations. The Contractor shall furnish and maintain in good working order all necessary support vehicles to insure mobility and timely response of field supervisors to the scene of accidents / incidents; and road call maintenance. Contractor is responsible for any necessary towing. Towing may be handled through a contractor agreement with private towing firms or in-house by Contractor.

**Q. Hourly Rates**

The County will pay for services on a “bus service hour” basis as determined by the colorized schedule of operations provided by the County. A service hour is defined as the time from first schedule pickup to last scheduled drop-off, inclusive of any deadhead time that may be incurred between multiple runs performed during either morning and evening operations. The billable service hours do not include deadhead time from the storage facility to the location of first scheduled pickup, or deadhead time from the last scheduled drop-off to the storage facility.

The Contractor shall not include within the actual number of service hours reported any hours that were not operated due to missed trips.

The Contractor shall not be reimbursed or otherwise compensated for service not provided as a result of work stoppage, adverse job action, or other labor action taken by the Contractor’s employees.

Also the Contractor shall not be reimbursed or otherwise compensated for services not provided as a result of its’ employees participating in any work stoppage initiated by affiliated unions.



The daily service hours of the planned schedule at the effective date of this contract are projected at 250 hours, and the annual projection at approximately 54,500 hours. During Phase I of Silver Line operations of Metrorail, the service hours may increase as additional buses and park and ride lots are acquired to meet the demand for Metrorail service. The arrival of Phase II of the Silver Line, with Metrorail stations in Loudoun County, will cause a complete overhaul of the commuter bus transit service plan and schedules. An amendment will be developed at that time to include, among other matters, a renegotiated hourly rate.

## **5.2 Fleet**

### **A. Fleet Description**

1. The current fleet consists of 52 County owned MCI D4500 commuter coaches, five (5) County owned Gillig 40-foot transit buses, and nine contractor-leased motor coaches, plus three shuttle buses. During this contract, additional buses of the same or different types / models will be added to the County owned fleet.
2. The detailed fleet information, including age and current mileage, are detailed on the Fleet Inventory Report. (See Attachment #2).

The County owned MCI coaches are equipped with seating for 55 passengers, restrooms, wheelchair lifts, and front and side Luminator signs. The leased coaches are similarly equipped. The transit coaches provide seating capacity for 40 passengers, and are equipped with Luminator signs and wheelchair ramps. All coaches are governed at a reasonable speed considering service type and speed limits on the traveled roads.

### **B. Fuel**

1. The County is responsible for supplying all fuel for County owned and leased buses at County fueling facilities. Currently, County fueling facilities exist at:
  - Central Fueling Facility
    - Location: 42000 Loudoun Center Place, Leesburg, Virginia 20175
  - Broad Run Site
    - Location: Broad Run High School, 21670 Ashburn Road, Ashburn, Virginia 20147
  - Western Fuel Site
    - Location: Valley Service Center, 38159 West Colonial Highway, Hamilton, Virginia 20158

2. Fuel is accounted for through an electronic card access system, with each coach assigned a unique card. The Contractor participates actively in reconciliation of all fuel used in the commuter bus fleet.
3. The County will not pay for, nor reimburse the Contractor for fuel purchased off-site or on-route unless emergency fueling is approved in advance by the County. County fuel is only available for the County owned or leased buses, and may not be used for any Contractor provided service or support vehicles.

#### **C. Parts, Lubricants, and Supplies**

Contractor, at its sole cost and expense, shall maintain inventories of lubricants, parts and supplies required for maintenance and operations of all commuter buses. Once installed, tires, parts and other supplies, which are ordered for the operation and maintenance of County owned vehicles, will become County assets. Adequate levels of parts, supplies, and fluids will be maintained to ensure timely repair of vehicles. The Contractor supplied parts and fluid inventory shall remain the property of the contractor upon completion of the term of this contract.

#### **D. Contractor Fleet Acceptance**

The County shall be responsible for providing the initial assigned vehicle fleet required to operate the specified service(s). Prior to Contractor acceptance of the fleet, the County will perform a complete inspection of each vehicle (including digital photos) that reflects the condition of each vehicle at the onset of this contract. A copy of each inspection report and accompanying photos will be provided to the Contractor, and a second copy will be filed in the vehicle permanent record. This inspection report will serve as the official documentation of the fleet condition at the commencement of the contract.

#### **E. Spare Fleet**

The County will provide the Contractor with a fleet that includes a spare ratio of no less than 15%. The spare fleet is defined as the buses not assigned to revenue service, which includes the designated strategic buses. It is the Contractor's responsibility to ensure an adequate fleet to meet pull-out and strategic spare buses.

#### **F. Strategic Spare Plan**

A strategic spare plan is a key element in maintaining effective service. The County fleet of owned and leased buses includes spare buses to allow the designation of strategic spares. These strategic spares can be quickly mobilized to accommodate incidents such as accidents, maintenance-related breakdowns, and unanticipated substantial delays related to traffic incidents. The Strategic Spare Plan, detailing the number and specific physical staging location of the strategic spares,

will be determined and agreed upon by the Contractor's General Manager and County staff, and will be periodically reviewed and modified as necessary. It is the responsibility of the Contractor to carry out the Strategic Spare Plan on a daily basis to ensure that the safety of riders and schedule adherence are minimally impacted by incidents.

#### **G. Contractor Provided Lease Buses**

The County may determine that additional short term (one year minimum) buses are required to meet service demands. It is the responsibility of the Contractor to locate and negotiate the price for any leased buses. The price to the County for leased buses will be specified in the pricing page of the Offeror's proposal. Contractor provided lease buses are eligible for the County fueling program.

#### **H. Midday Parking Policy**

1. There are certain areas in the District of Columbia ("District" or "D.C.") and Arlington where buses are allowed to park between completion of morning runs and beginning afternoon runs. The County encourages operators to remain in the District or Arlington provided all of the following requirements are met:

- The bus is parked in an allowable location
- The operator remains with the bus at all times
- The bus is secured.
- Staying in the District or Arlington does not negatively impact maintenance or operations.
- Dispatch is aware of the location of the bus at all times.

2. Some vehicle operators may request to park their vehicle between morning and afternoon runs somewhere near their home. The County is supportive of this provided all the following requirements are met:

- The vehicle operator makes written request to the Contractor's General Manager and receives approval in advance.
- The General Manager sends a copy of the written request, with their approval, to the County for record.
- The operator obtains written permission from the landlord should the parking request be in a shopping center, industrial center, etc. A copy of the landlord's letter will be provided to the County prior to the County's approval.
- The operator is not required to stay with the bus, provided that the bus is secured.

- Dispatch is aware of the location of the bus at all times.
- The parking location is not in a residential neighborhood, and does not interfere in any way with traffic flow.
- The parking location may not conflict with any regulations forbidding the parking of commercial vehicles.
- Parking at location does not negatively impact commuter bus maintenance or operations.

#### **I. Bus Refurbishment Program**

During the term of this Contract, decisions may be made regarding refurbishment or sale of commuter buses. At County's request, the Contractor shall be an active participant in discussions related to the future fleet and options to achieve efficiency in extending fleet life. Should commuter bus refurbishment or overhaul be undertaken, the Contractor shall participate in developing the scope of work, identify which commuter buses should be refurbished or overhauled and to what extent, and prepare the commuter bus for refurbishing or overhaul (including removal of equipment such as fareboxes, etc.). At the County's request, the Contractor shall work with the County, the vendor, and the third party oversight vendor before, during, and after the overhaul / refurbishment, and inspect the bus upon return, document any problems, submit claims, and make repairs per the process outlined in the overhaul contract. Upon acceptance, the Contractor will reinstall any removed equipment and resume complete responsibility for the bus.

#### **J. Bus Sale Program**

The Contractor shall ensure that any County commuter buses designated to be sold will be drivable, will have no safety defects or significant body damage. The Contractor shall remove all Loudoun County information including names, logos / decals, and contact information and remove all County or Contractor owned equipment from the commuter bus including the fare box, EZ Pass, and any IT equipment. Should removal of the equipment result in the need for additional repairs, the Contractor shall be responsible for same. Buses designated for sale will be thoroughly cleaned inside and outside, including steam-cleaning of the engine. All parts belonging on the bus will remain on the bus. Buses will be ready for sale within two weeks of designation, unless exception is granted by the County.

#### **K. New Bus Specifications and Purchases**

The Contractor will provide input in the selection process for new commuter buses as requested by the County, with the County retaining the exclusive right to decide, ultimately what will be purchased, and the specifications for new purchases. The County will hire a qualified firm

to perform line inspections during the commuter bus assembly and testing process. The Contractor may be requested to participate in the testing and acceptance process at the production facility, as well as review the reports from the inspectors. Any costs related to the acceptance (including travel expenses) will be agreed upon with the County in advance and may be invoiced by Contractor to the County. The Contractor shall participate in inspection of the new buses upon delivery, document any issues, submit claims, and make repairs in a timely manner to move the buses into service. The Contractor shall ready the bus for entry into the fleet including, but not limited to: installing farebox, installing SmartDrive cameras (or approved equal), installing any ITS (Clever Devices) equipment as directed by the County, installing / downloading the bus sign programming, and installing the EZ Pass. Upon signing the acceptance document, the Contractor shall assume complete responsibility for security, maintenance and repairs.

#### **L. Contractor Fleet Obligations at Contract Termination**

At the end of the Contract term, the Contractor shall cooperate with the County to ensure a smooth transition to any successor Contractor. The transition requirements include but are not limited to the following:

##### **1. Access**

The Contractor shall provide the County and any new service provider reasonable access to the revenue vehicles. Reasonable access is defined as access that does not negatively impact service delivery.

##### **2. Documents**

The Contractor shall provide the new service provider with copies of all permits, license, and other relevant documents, which remain with the fleet and are the property of the County.

##### **3. Maintenance records**

The Contractor shall provide the County with up to date and accurate records of all maintenance performed on the fleet. These records are the property of the County. The Contractor shall perform a database backup at the Close of Business on the last day of the Contract. The County and the Contractor will negotiate a Maintenance Information System (DOSSIER SYSTEM) transfer plan before the end of the Contract.

##### **4. Vehicles**

All vehicles shall be returned to the County on the last day of the Contract in sound mechanical and operating condition less normal wear and tear, per industry standards. The condition of the fleet

shall be determined by fleet inspections conducted by an independent auditor hired by the County. If so asked by the County, the Contractor may participate in the selection of the independent auditor; however, the County will make the final selection.

The first of these fleet inspections will be performed approximately three months prior to the expiration of the Contract. A second and final inspection shall be performed on or around the expiration date of the Contract. Copies of the completed reports for each vehicle showing which items passed, which failed, and which were borderline, with accompanying notes, divided into the following, but not limited to, categories:

- Structural frame / chassis
- Suspension
- Engine
- Transmission
- Electrical systems
- Air system
- Brake system
- Climate control
- Interior driver controls
- Interior passenger controls
- Interior condition
- Exterior body condition
- Tires
- Lights and Destination signs
- Engine compartment
- Accessibility features, including wheelchair lift, access doors, and luggage compartment doors
- Restrooms
- Farebox and any IT equipment
- Road test
- Maintenance records
- Fluid samples

The Contractor shall be responsible for repairs identified in the initial inspection. The Contractor shall notify the County in writing for each vehicle identified when the repairs are completed.

The Contractor and County Fleet Management staff, along with the designated auditor that conducted the fleet inspections shall conduct a final inspection of the vehicle on or about the date the Contract terminates to determine that the repair work is complete. The initial inspection conducted at the beginning of the contract, and the first inspection accomplished by the independent auditor will be the basis for the final inspection.

If it is determined from the final inspection that the Contractor failed to complete the repairs satisfactorily, the cost of repairs required to any vehicle returned by the Contractor shall be deducted from any funds due to the Contractor. The rates for any required repair work at contract termination will be set solely by the County, based on prevailing labor rates, assessed at a time and a half labor charge, overhead, and other administrative costs used by the County Garage. In addition, actual OEM equipment / parts costs to include a 30% markup will be applied as required, and a 5% administrative cost will be added.

The two independent auditor inspections will also identify those items considered normal wear and tear. If an item is considered to be marginal, the independent auditor will propose a fair and equitable solution. The independent auditor will be the sole arbiter in decisions related to accountability for deferred maintenance.

The independent auditor's decisions will be binding and not subject to the dispute process.

### **5.3 Contractor's Personnel**

The attraction and retention of an operator workforce that professionally represents the County and Loudoun County Transit to the riders of the service and the public is important to the County. The successful offeror will make every effort to hire and retain many of the current Contractor's employees. The current contract wages and benefits are competitive for the region and industry. To that point, the Contractor is encouraged to propose a pay scale that provides at least the same starting wage and incremental increases, and to provide, at a minimum, the same benefits as are provided by the current Contractor for all operators, supervisors, dispatchers, cleaners and maintenance personnel.

The County expects the Contractor to grow both the starting wage and existing operator wages to remain competitive over the contract's duration.

The following are minimum requirements for Contractor staff:

## **A. Vehicle Operator**

### **1. Pre-employment Checks**

At a minimum, the Contractor shall conduct pre-employment DMV checks of the issuing state of license of all personnel used in the direct delivery of service, and shall check DMV records at least every six months. The findings of each record check shall be available to the County upon request.

Additionally, fifteen year criminal background and employment checks are to be completed as part of the pre-employment process. These findings shall be available to the County upon request.

Operators shall meet the following requirements:

- No more than two moving violations in the last five (5) years prior to submitting a proposal for this RFP.
- Must be at least 21 years of age.
- If license has ever been suspended, operator shall have most recent two full years with no violations.
- None of the following: (1) has been convicted of a felony; (2) any record of alcohol or drug offense.
- Operator may not be addicted to the use of alcohol or controlled substances.
- Operator may not be subject to outstanding warrants for arrest.
- Operator shall be able to read, write, and speak English. The County is the sole judge of this requirement.
- Operator shall understand the County's fare structure, and be fully familiar with the operations of the electronic fareboxes, and any future fare collection technologies.
- Operator shall have thorough knowledge of the routes, stops, and service area as evidenced by training, testing, and certification prior to operating in revenue service. Operators of transit routes shall be certified in all routes to allow for reassignment of vehicle operators.
- Operators shall be trained and certified in the use of the MCI D4500 commuter coach, the Gillig Transit coach, and any additional vehicle assigned to the service.
- Operator shall be able to respond to complaints or problems as required, and shall maintain a courteous attitude, responding to customer inquiries and concerns.
- No smoking is allowed on or immediately proximate to the buses at any time.



## **B. Employee Training and Certification**

The Contractor shall be required to thoroughly train, test, and certify all employees assigned to work in the County service. A training and certification timetable and plan shall be developed by the Contractor for County approval.

The Contractor shall provide operational and functional training and retraining, as required, for all transit personnel utilized for the commuter bus system and for any service changes. It is the sole responsibility of the Contractor to ensure that all employees are fully knowledgeable of their duties and responsibilities and that appropriate personnel can operate a transit vehicle in a consistently safe manner. All bus operating personnel must be physically capable of driving any revenue vehicle that they are assigned to operate. All transit personnel shall be properly trained to generally accepted transit industry standards.

### **1. Operator Training**

Minimum Bus Operator Training elements:

- Defensive driving
- Behind the wheel (MCI D4500 commuter coach and Gillig transit coach)
- Night-time and early morning operation
- Safety, security, emergency and accident procedures
- Customer relations
- Service routes and schedule specific to assignment
- General route familiarization
- Local operating procedures
- Vehicle familiarization to include controls, handling, maneuvering, backing-up, pre and post-trip inspection procedures
- ADA training to include stop announcements, service animals, vehicle identification at multi route stops, service to riders using respirators and portable oxygen, wheelchair lift operation, etc.
- Familiarity with Loudoun County Transit Bus Use Policy
- Schedule and map reading
- Communication procedures (Nextel or comparable)
- Destination sign operation
- Uniform requirements
- Incident and accident handling and reporting procedures
- Contractor designated personnel shall participate in emergency preparedness training and activities as directed

by the County. The Contractor shall participate in the direction of these activities.

- Contractor employees shall participate and comply with the requirements of the US DOT (Attachment #7) and the County's Drug and Alcohol Program (Attachment #3)
- Fare collection to include:
  - Properly logging into the farebox
  - Understanding the process of adding value onto a SmarTrip® Card
  - Assisting passengers in adding value to their SmarTrip® Card
  - Performing a soft reset of the farebox
  - Performing a hard reset of the farebox
  - Adjusting the contrast on the Operator Control Unit (OCU)
  - Charging an intra-county fare, employee fare, etc.

## **2. Maintenance Personnel Training:**

The mechanics employed by the Contractor, performing maintenance on County-owned buses shall have any and all certifications required to make repairs on any systems of the buses covered by the contract. Technicians shall be certified at a minimum at the ASE Master Medium/Heavy Truck Technician level, and have a CDL rating to drive the equipment being repaired. It is a requirement of any resulting contract that the Contractor have a minimum of 60% of his technicians assigned to maintain the County's fleet certified to meet this requirement. Trainees or other technicians may be used if directly supervised on site by mechanics with the appropriate certification. However, for those repairs that require technician certification by any state, local, or federal law or regulation, only a technician certified to make that test, repair or adjustment may accomplish that task. All mechanics working on County-owned buses shall stay current on all certifications and training related to the maintenance of the buses.

Farebox maintenance – At least one mechanic, in addition to the maintenance manager, must be certified as GFI Odyssey electronic farebox mechanics. "Certified" means that the Contractor will have the specified manager and mechanic trained directly by GFI on how to assemble, disassemble, and troubleshoot the GFI Odyssey fareboxes and vaulting equipment.

During this contract, it is anticipated that the County will transition from the SmarTrip electronic fare collection system to a New Electronic Payment Program (NEPP) system. The Contractor shall be responsible for maintaining all equipment that is purchased and

installed in the NEPP System. It is likely that there will be an extended transition period during which both the SmarTrip and the NEPP systems will be running in parallel. The Contractor will be responsible for maintaining both systems during this time.

### **3. Supervisor Training**

Personnel considered for a supervisor position shall have completed bus operator training and be certified as an operator. Additionally, they should have training and experience to provide guidance, direction, and support to the operators.

### **4. Management Training**

Contractor shall develop and implement a management program to ensure that the on-site manager is thoroughly familiar with the service to include routing, scheduling, customer relations and marketing. This is especially essential in the startup phase so that clear, consistent, and comprehensive management is provided to the service.

## **C. Key Personnel Assigned to Service**

In addition to operators and mechanics, the Contractor shall employ other persons as are necessary to enable the Contractor to perform the services of the contract. Top management positions are considered “key management” and the County reserves the right to approve all Contractor-proposed candidates and to require the Contractor to add or to eliminate management positions. Key management staff includes, at a minimum, the following positions:

General Manager  
Operations Manager  
Maintenance Manager  
Safety and Training Manager

These positions are to be 100% dedicated to the management of County service, and shall not be used for any other projects without the prior approval of the Loudoun County Director of Transportation and Capital Infrastructure, or his designee. The General Manager shall oversee both the operations and maintenance functions so that there is one primary point of contact for the County. The General Manager shall advise the County of any anticipated absence from the service. In the absence of the General Manager, the Operations Manager shall serve as the primary point of contact for the County. The General Manager, Operations Manager and Maintenance Manager shall be identified and a resume submitted as part of the Comprehensive Staffing Plan section of the proposal.

The County recognizes that management turnover happens yet also recognizes the importance of continuity and consistency, as it relates to quality service delivery. Toward that end, the County requires that each individual proposed for the General Manager, Maintenance Manager or Operations Manager position sign an agreement with the Contractor stating they will forego reassignment within the Contractor's organization for at least one year from the Contract start date, unless the County agrees in writing to allow a change or requests a replacement.

Additionally, an adequate staff of key support positions is required. Adequate staff of supervisors to ensure that supervision is available at a minimum 60 minutes prior to the beginning of revenue service and throughout all hours of revenue service. At all times of service operations, there is to be a minimum of one street supervisor in Loudoun County and one in Arlington or the District. Additionally, a yard supervisor will be available during peak pullout periods to ensure safe and on-time departures. The yard supervisor is also responsible for ensuring that an adequate number of spare buses of each vehicle type be pre-tripped prior to all pull-outs so they can quickly be substituted for buses that have problems preventing them from being used in revenue service as well as buses that extraboard operators can use when given assignments requiring them to quickly leave the facility to begin service. The yard supervisor is also responsible for deploying the strategic spare buses, per the strategic spare plan.

Supervisors may also perform the duties of vehicle operators, but only on an emergency basis.

Additionally supervisors are to:

- Initiate detours in the event of service disruption and reports such events to dispatch
- Take direction from and provide information to County staff and Contractor Dispatch
- Ensure operators are performing assigned duties correctly and safely and that all job specifications are met
- Monitor service through visual checks and automated means, as available
- Prepare daily reports and other documents as required
- Maintain an accurate notebook in order to recall details of events
- Report any anomalies and concerns, including changes in traffic patterns, road conditions, unsafe bus stops, dirty/damaged shelters, missing/damaged bus stop signs, etc.

- Respond to accidents and incidents, conduct investigation, and complete reports

Dispatchers shall be responsible for checking in operators and assigning work and vehicles, using the County provided dispatch software. They shall check in operators at the end of their shift and collect any paperwork from the operators. They shall ensure that all runs are started and performed as scheduled, and oversee customer service functions related to arrival time of buses and lost and found items. Specifically, dispatchers shall ensure that timely notifications are transmitted to riders related to any service delays or disruptions, using the LC Alert system, and any other designated software.

The County retains the right to demand removal or reassignment from this service of any personnel furnished by the Contractor, for reasonable cause.

#### **D. Uniforms and Appearance**

The Contractor shall provide standardized uniforms requiring the inclusion of Loudoun County Transit identification. At all times while on duty, vehicle operators shall be well groomed, clean and dressed in the complete uniform. All vehicle operators shall be neat in appearance, uniform clean and pressed, shoes shined, hair clean and neatly cared for. Vehicle operators shall be in uniform and conform to these standards of appearance at all times while on duty.

The uniform for all operators and supervisors shall consist of the following:

- Uniform polo shirt, long or short sleeved, white (unless otherwise agreed to by County) and include the Loudoun County Transit logo patch on the right sleeve. Nothing on shirt may identify the Contractors name or logo.
- Uniform trousers shall be black.
- If jackets or sweaters are worn over the uniform, the Loudoun County Transit patch and employee nametag shall be affixed to the outer garment on the right sleeve. Any outer garments must be approved by the County.
- Any neckties and scarves for uniform shall be approved by the County.
- All operators shall be required to wear black shoes while on duty. Footwear must conform to USDOT standards. No sneakers, sandals, athletic, or open toed shoes.
- Belts are to be black to match trousers.

**E. Assignment Changes**

Run picks or bump picks shall be limited to no more than two per calendar year. Changes involving service increases shall be covered by Contractor management assigning new/extraboard operators until the next pick. Management shall assign permanent (interim) replacement operators for vacated (permanently or temporarily) or otherwise changed assignments (regardless of cause for vacancy or change), minimizing both switching of operators and significant reduction of existing operators' pay hours. These operators shall continue to perform their assigned work until the next pick. The only exception to vacated assignments is that an assignment vacated for at least 20 days may be made available for operators to "bid" on and awarded to the senior-most operator, however, this shall not trigger a bump pick, as management shall assign a permanent (interim) replacement operator to perform the assignment vacated by the senior-most operator selected to perform the originally vacated assignment. Similarly, new "minor" pieces of work initiated at times not coinciding with a pick shall be assigned a consistent interim operator.

**F. Extraboard**

The Contractor will provide an extraboard sized to ensure that scheduled assignments are served and that only adequately trained bus operators provide revenue and strategic services. All personnel picking an extraboard assignment will be thoroughly trained and certified to operate all routes.

**G. Safety Committee**

The Contractor shall establish a safety committee and meet on a monthly basis to discuss such issues as accidents, unsafe practices, security issues, facility/yard concerns, training refreshers and program improvements, etc. The County will appoint a representative to be a member of this committee.

**5.4 Customer Service / Communication**

**A. Demographics of riders**

Loudoun County Transit riders are those for whom transit service represents one option they can choose for meeting their transportation needs. A high level of customer service and communication is a mandate of these riders and a prime focus of the transit system. The Contractor is expected to be an active participant in providing a professional level of customer service through well trained and courteous vehicle operators and staff, clean and safe buses, timely response to rider concerns and inquiries, and rider communication.

## **B. Lost and Found process**

Lost items on the commuter buses are a daily occurrence. Riders typically telephone the County and inform County staff that an item may have been left on one of the buses. An online form has been created that riders can complete and submit for reporting these lost items. The form currently comes to the County Rideshare email box and the Contractor's designated staff.

For all lost and found calls or emails received by the County, the lost item reported is logged. County staff will contact the Contractor and relay the details of the lost item. The Contractor, at their discretion, based on safety and resources will diligently search for the lost item. In order to provide quality customer service to the rider, the County requests that those items deemed critical such as car keys, wallets, security badges and cell phones receive high priority (within 2 hours of the call) in trying to locate the item on the commuter bus. For all other items (non-critical), the County requests that the Contractor search for the item within 12 hours. Once an item is located, the County will contact the rider to determine the next steps involved in returning the item to the rider. When possible, non-critical items will be left on the same bus for 24 hours to allow the rider to retrieve. The Contractor is expected to cooperate in ensuring that lost items are returned to their rightful owner by requiring operators to walk the bus and actively look for lost items at the end of their morning and afternoon schedule. After 24 hours, all items are to be turned into Contractor staff and secured for pickup by the County.

## **C. After hours phones**

The Contractor is required to designate and staff an after-hours phone service for commuter bus riders who need immediate answers during all hours of operation and outside the normal operating hours of the County (8:30a.m. to 5:00p.m. Monday-Friday). This phone number is printed on all bus schedules and is published on the website, and is referenced as an after-hours emergency number. The Contractor shall staff the after-hours phone number during transit operating hours outside of the County office hours, and provide timely and courteous customer service when answering inquiries from riders. Generally, that time could begin as early as 4:30 am and end as late as 9:30 pm.

## **D. LC Alert**

Currently owned and provided by the incumbent Contractor, LC Alert is a real-time messaging system that riders can subscribe to in order to receive text messages or email about immediate service disruptions. An LC Alert is sent when a commuter bus is at least 10 minutes behind the schedule; when a street closure or road block disrupts the bus route and a stop(s) has to be moved, changed or skipped by the

buses; inclement weather prevents buses from operating on a normal schedule; and other events that require rider notification in real time.

The Contractor who is awarded the operation and maintenance contract will need to either purchase the existing LC Alert system from the incumbent Contractor or establish a new real-time messaging system. This alert system shall be operational/and staffed during all hours of transit operation, including one hour prior to the first scheduled pickup, and must be operational by onset of this contract. The Contractor shall develop a template for text messages for review and approval of the County, and will send accurate and timely text messages relative to the event/incident that is delaying/disrupting the commuter bus service.

The system needs to allow riders to self-enroll in and self-remove from the text messaging service. This is a new feature that is required with this contract.

#### **E. Bus Biz**

Bus Biz is an email notification system used to send information relative to the commuter bus service that is not time sensitive. These notifications may range from surveys for holiday schedules to changes in parking at a particular park and ride lot. The Bus Biz system is maintained and administered by County staff. Bus riders can sign up for Bus Biz by sending an email to [rideshare@loudoun.gov](mailto:rideshare@loudoun.gov).

### **5.5 Technology**

#### **A. Fareboxes**

The County participates in a regional electronic fare collection system called SmarTrip®. Cash and electronic fares are collected on the commuter buses using GFI Odyssey fare boxes. The County requires all data from the fareboxes to be uploaded every evening and the cashboxes to be vaulted once a week. The Contractor will not physically handle the cash as it is sealed in the cashboxes. The County has staff who empty the vault once a week, at a minimum.

Farebox data is transferred using an infrared probe and a wireless access point; therefore, all fareboxes are required to be probed every evening of service. All equipment related to the collection of the cash and electronic fares with the exception of the garage computer(s) will be maintained by the offeror that is awarded this contract. The equipment required to be maintained is the vault and vault box, probe and probe box, fareboxes and access points. The Contractor is required to maintain an adequate spare parts inventory for the fareboxes and vault(s) on site. All buses are required to have a fully functional farebox while in revenue operation.



During the term of this Contract, the County will be adding a New Electronic Payment Program (NEPP) System for fare collection. Upon the addition of this system, the commuter bus operations and maintenance contract will be amended appropriately to have the Contractor maintain this equipment.

**B. Clever Devices** (Automatic Voice Annunciator, Clever Computer Aided Dispatch (CAD) ADL, Automatic Vehicle Monitoring (AVM) Information, Real Time Customer Information)

The County contracts with Clever Devices to install equipment on all commuter buses that will provide real-time information, automated bus stop announcements, vehicle monitoring information and dispatching information.

All dispatchers and vehicle operators are required to be trained on the appropriate Clever Devices software modules and are required to use the software for every trip. The offeror awarded this Contract will be required to maintain all equipment installed by Clever Devices. The County has purchased 3 year extended warranties for the hardware mounted on the buses and the software modules.

**C. Luminator Destination and Route signs**

Every County owned commuter and transit bus has Luminator brand displays installed on them. The successful offeror under this RFP will be responsible for maintaining Luminator hardware installed on the commuter buses. The Contractor shall keep an adequate supply of spare parts for the Luminator signs on site in order to reduce the down time of a display in the event of a part(s) failure. All Luminator signs are required to be fixed within 48 hours of any reported failure, unless circumstances outside the vendors control cause a delay of more than 48 hours. In that event, a written report is to be provided to the County.

**D. Accident / Incident Cameras**

Accident / Incident cameras, similar to "Smart Drive" or "Drive Cam" are required to be installed on all commuter buses. The Contractor is responsible for the purchase/lease and installation of the camera equipment. Additionally, the Contractor shall be responsible for all fees associated with the camera technology. Should any damage to the bus occur during the installation of the camera system, the Contractor shall be responsible for repairing the bus. Upon request of the County, access must be provided to specific recorded events.

#### **E. EZ Pass Transponders**

All buses are equipped with EZ Pass transponders that allow the buses to travel on Route 267/ the Greenway and the Dulles Toll Road, as well as provide access via the slip ramp gate to the Dulles Airport Access Road. The County shall be responsible for providing transponders, as required, to the Contractor. The Contractor must maintain an inventory of transponder numbers and assigned buses. All buses are required to have fully functioning EZ Pass units installed on them at all times. Any EZ Pass failure shall be reported immediately to County staff. The County is responsible for having EZ Pass units re-programmed or replaced should a failure occur.

It is possible that during the term of this contract, EZ Pass units may reach “end of life”. Should that occur, the Contractor will work with County staff to replace the EZ Pass units in a way that is the least disruptive to the commuter bus service.

#### **F. Future technology**

During the life of this contract, the County may acquire additional technology for the buses and/or the facility that may become the responsibility of the Contractor for transit operations and maintenance. Should that occur, the County reserves the right to amend the parties’ contract to reflect the change and related responsibilities.

### **5.6 Maintenance**

#### **A. Staffing Levels**

At a minimum, the Contractor will maintain a bus to maintenance technician ratio of less than eight (8) buses per technician. Technicians counted in this calculation will not include any management or shop foremen, and buses counted in this calculation will include all fleet vehicles. In addition, the Contractor shall, at a minimum, ensure coverage of one shop foreman or lead technician per shift. See the Personnel training section regarding requirements for training, certification, and experience of maintenance technicians.

#### **B. Vehicle Condition**

The Contractor shall maintain all vehicles and vehicle equipment required by this RFP in safe, dependable, and clean and functioning condition. At a minimum, the Contractor shall maintain all equipment in conformance with the manufacturers’ specification and recommendations, as well as local, state, and federal requirements throughout the term of this contract. No revenue vehicle will be

permitted to enter revenue service with significant deficiencies that may impact rider safety.

**C. DOSSIER system**

The Contractor shall provide and utilize the “DOSSIER” maintenance system to develop work orders, account for parts, labor fuel and fluids, and to maintain automated vehicle records. Upon request, the County will be provided with access (via VPN or an alternative) to the DOSSIER system. The Contractor shall insure that all maintenance personnel are thoroughly trained and competent on the use of the DOSSIER system.

**D. Preventative Maintenance**

The objective of this program is to insure that vehicles operate to the next scheduled service without a failure, and that vehicle service life is maximized. Any minor deferred repairs shall also be completed at this time. In addition, all maintenance work performed shall conform to, but not be limited by, the requirements of the manufacturer’s warranties. The Contractor shall perform PMs that conform at least to manufacturer’s most stringent service recommendations and generally – accepted best industry practices. Every third PM program shall include fluid analyses including oil and transmission fluid, and, if requested, coolant. At a minimum, tires will be replaced when tread depth does not meet manufacturer’s guidelines.

**E. Preventative Maintenance of Heating and Air Conditioning, Doors and Wheelchair Lift Systems**

The Contractor shall provide separate PM programs for the vehicle heating and air conditioning (HVAC), wheelchair lift systems, and access and luggage compartment doors. The HVAC PM program will include provisions to inspect, maintain, and repair related systems in advance of the season to insure that equipment is fully functional before needed. No revenue vehicle will be permitted to enter revenue service without a properly functioning heating or air-conditioning system, and the Contractor shall be required to make all reasonable efforts to change out a vehicle that experiences a malfunction HVAC system while in revenue service. It is County policy that the temperature be set and maintained at 68 degrees at all times to provide a reasonable comfort level on the buses.

#### **F. Warranty Work**

It is the responsibility of the Contractor to be familiar with warranties and guidelines for the commuter bus fleet and all component systems. The Contractor is responsible for administering the warranty program for all of the vehicles. The Contractor shall enter warranty requirements into the DOSSIER system and monitor, record, and schedule all manufacturers' warranty requirements throughout the warranty period. The Contractor shall seek manufacturer certification to allow it to perform warranty repairs, and where not deemed cost effective, will utilize other certified vendors. Payments and adjustments for warranty work performed by the Contractor shall be made by manufacturers directly to the Contractor. The County will have no responsibility for payment of warranty claims denied, in part or full.

#### **G. Parts**

Contractor, at its sole cost and expense, shall maintain inventories and supplies of lubricants, parts and supplies required for the maintenance and operation of all buses. Any parts used must meet or exceed OEM specifications for the part, must not require any modification to the bus, and must function without any changes to the system or bus. Parts used are to be common use parts and will not be used to negate any additional requirements of the contract. The Contractor is required to provide and pay for all oil and other fluids, including their delivery and removal / recovery services as required by federal, state, and local codes. Once installed, tires, parts, and other supplies orders for the operation of County owned or leased vehicles become County assets.

#### **H. Tires**

The Contractor shall be responsible for providing tires for all revenue vehicles. The Contractor shall be responsible for maintaining an adequate inventory of tires that meet the manufacturer's minimum tire rating requirements, to minimize the downtime on vehicles. The Contractor supplied tire inventory (those tires not installed on buses) shall remain the property of the Contractor upon completion of the term of this Contract. Per United States DOT regulation §393.75 no regrooved, retreaded or recapped tires may be used on the front wheels of any bus.

## **I. Decals and Paint**

Paint schemes and decals developed by the County are to be maintained by the Contractor. Any repairs made to the exterior of the body shall conform to these standards. The Contractor shall repaint and affix decals as deemed necessary by the County, using best industry practices and materials.

Wheels are to be painted on a regular basis, or the Contractor may choose to powder coat the wheels in lieu of periodic painting.

## **J. Engines / Transmissions**

The County will pay only the cost of the replacement powertrain components themselves (i.e., engine, transmission, differential, and warranty) and will do so only under the following conditions. The Contractor shall furnish the labor for powertrain component replacement as an integral part of the Contractor cost. Contractor shall procure the components from factory authorized dealers on a competitive basis, including minimum extended warranties of 5 years / 300,000 miles for engines and 1 year / 25,000 miles for transmission, unless otherwise specified by the County. A minimum of three quotes for the component shall be provided to the County. All quotes are subject to an audit by County. The Contractor charge back will be the actual Contractor cost with a 2% administrative fee assessed for procurement costs. Any core charges will be deducted from that cost. Should a core refund be denied by the Contractor's vendor, then the County may authorize the core payment. Shipping costs may be added to the cost of the assembly with invoice documentation.

Contractor shall also pay for all accessories and parts (hoses, gaskets, wiring, brackets, clamps, alternators, pumps, etc.) that need to be or should be replaced at the same time that a component is being replaced. When replacing engines, the Contractor shall thoroughly clean and repaint the engine bay. Loudoun County's payment responsibility for power-train component replacement shall be limited to only those engines, transmissions, and differentials that fail and have exceeded the warranty coverage period. The County has purchased extended warranty on these components, and the Contractor shall comply with all warranty terms and conditions.

Any repairs after 300,000 miles that do not require power-train component replacement shall be the Contractor's responsibility.

Should there be a cost of replacement dispute, the County or its agent will make the determination.

The Contractor shall seek recovery of the cost of replacement of components still under warranty as detailed in the Warranties section.

#### **K. General Repairs**

Contractor shall provide as required all general repairs to vehicles provided under this Contract. This includes, but is not limited to, replacing items that are or appear to be worn out (such as seat covers); replacing broken, scratched, chipped, and fogged glass; replacing damaged, broken and missing parts, etc.

#### **L. Vehicle Damage**

Regardless of cause, the Contractor shall repair all vehicle damage throughout the term of this Contract including but not limited to exterior, interior, structural, frame and rust. Minor individual scratches and individual dents will be considered normal wear and tear and need not be repaired immediately except for making whatever repairs are necessary to prevent further damage. The Contractor will complete repairs of any significant damage prior to return to service. The differentiation between minor and significant damage is at the discretion of the County.

All repairs made relative to vehicle damage will be performed by competent staff or subcontractors capable of restoring vehicles to original equipment manufacturer standards. Regardless of who performs the work, it will be the Contractor's responsibility to ensure that repairs are performed in a compliant manner. Should it be determined by Loudoun County or its agent at any time during the term of the Contract, or during transition to a subsequent contract, that any repairs were performed that did not meet the OEM standard, the Contractor will be responsible for making or paying for re-repairs.

Accident or body damage in excess of \$5000 shall not be repaired until written authorization (email) is obtained from the Contract Administrator or his designee. Any significant damage noted by the Contractor shall be reported to the Contract Administrator or designee within 24 hours of discovery by phone or email, detailing the vehicle number and a brief description of the damage. At the same time, the Contractor shall document the damage by digital photograph. The

Contractor shall be responsible for all accident / body damage incurred during the term of this Contract.

The Contractor shall provide a temporary replacement at the Contractor's cost for any vehicle that is damaged and required to be removed from service for repairs that will require in excess of thirty days. The substitute vehicle shall have the same passenger capacity, and be comparably equipped to the damaged vehicle, and must be available for service for the duration of the downtime related to repairs to the damaged vehicle.

## **M. Required Servicing and Cleaning**

The Contractor will be responsible for regular servicing and maintaining the cleanliness of all vehicles used in the provision of service in order to maintain a high quality appearance and to provide a safe, clean and comfortable environment for riders.

### **1. Servicing**

On a daily basis, the Contractor shall service each vehicle used that day. Servicing includes, but is not limited to, fueling, checking engine oil, transmission fluid, and coolant levels, and reading and recording hubometer readings.

### **2. Vehicle exteriors**

The exteriors shall be washed twice weekly and the exterior of each vehicle shall be kept clean from road dust, mud, tar, grime, and graffiti. Wheels shall be periodically cleaned to maintain appearance.

### **3. Vehicle interiors**

At a minimum, but more often as needed, interiors shall be swept and cleaned of trash once daily. In addition, Contractor shall be required to remove all noticeable trash from each vehicle after each run. Monthly each vehicle shall be deep cleaned which includes, but is not limited to ceiling, walls, floors, seats, drivers' area and dash, farebox and windows. On a monthly basis, interiors shall be deep cleaned. Bi-annually, at a minimum, the inside headsign glass and inside of interior light fixtures shall be cleaned.

#### **4. Interior pest control**

The interior passenger compartment of each vehicle shall be free of roaches, other insects or vermin, as well as noxious odors from cleaning products, pest control products, and exhaust fumes emitted by the engine. Contractor is prohibited from using any pest control or cleaning product that would be hazardous to the health and well-being of the passengers and operator of the vehicle.

#### **5. Restrooms**

Contractor is required, at a minimum, to dump and service restrooms every other day or more often as needed. Weekly, restroom fixtures are to be wiped down as part of the deep cleaning process.

#### **6. Graffiti**

Contractor shall remove all graffiti from the exterior or interior of the vehicles as soon as it is found or as soon as it is practical before it goes in service the following day. If the graffiti is offensive or vulgar and cannot be removed, the graffiti should be covered or that vehicle shall be taken out of service. If graffiti is etched or scratched into the surface of the glass or paint, that area is to be replaced or repaired as necessary as soon as possible.

#### **7. Detailing**

At least twice per year, all vehicles will be detailed, internally and externally.

- **External detailing** should include buffing to remove light scratches and stains.
  - Removing bugs, tar and other deposits.
  - Cleaning wheels and cleaning and dressing tires
  - Waxing painted surfaces and polishing any exterior chrome
  - Cleaning and dressing rubber and vinyl
  - Cleaning all windows and mirrors
- **Internal detailing shall include shampooing upholstery**
  - Cleaning vinyl and dressing with protectant
  - Cleaning vents, compartments, ceiling, walls, sun visors, mirrors, windows, door jambs and panels, pedals and ancillary equipment and surfaces.
  - Thorough floor cleaning
  - Deodorizing



**A detailed plan for cleaning and maintaining the buses is to be included as a component of this proposal.**

**N. Steam Cleaning**

The undercarriage and engine compartment shall be steam cleaned on a regular basis to prevent build-up of grease, oil, road grime and chemicals, etc. At a minimum, steam cleaning shall be performed during each scheduled PM.

**O. Maintenance Auditing**

During the term of this Contract, County staff may perform reviews and audits of the Contractor's maintenance program in relation to the maintenance components of the Contract. Review may include physical auditing of the condition of the vehicles, maintenance records, staffing levels, and certifications. Documentation of the audits will be provided to the Contract Administrator and may be shared with the Contractor's General Manager. Reviews and audits may be performed throughout the day and, possibly, on weekends.

Every attempt will be made for these functions to be performed at times that will not negatively impact maintenance functions or service delivery. Any significant deficiencies (that may impact rider safety) identified during the course of the review will be immediately brought to the attention of the Contractor's Maintenance Manager, General Manager, or the most senior supervisory personnel on site, to allow correction of the deficiency prior to the vehicle being returned to service.

During the term of this Contract, the County may choose to use an independent maintenance auditor to provide an expert analysis of the Contractor's maintenance program, including a comprehensive evaluation of the vehicle condition. Such an audit would be coordinated in advance with the Contractor to insure that the activities did not negatively impact service delivery. The Contractor shall provide full cooperation to the audit team, coordinate the use of the facility and vehicle access, and provide staff to move vehicles as requested. In addition, the Contractor shall make both automated and manual records available to the independent auditor.

The Contractor shall implement its own maintenance auditing program to verify that service is being performed in compliance with the

Contract. Audit findings and documented results will be reported to the County. A description of the Contractor Maintenance Auditing Program is to be included in the proposal.

## **5.7 Reporting and record keeping**

### **A. Ownership of Records**

At the expiration of this Contract, the Outgoing Contractor shall furnish all records associated with the performance of this Contract to the County.

### **B. Access to Records**

At all times during the term of this Contract, the County will have access to any all data related to the delivery of service, TMOF, and all fleet and maintenance related data.

### **C. Daily Operations Report**

By 10 a.m. on the following business day, the Contractor shall submit a Daily Operations Report to the County. The format and template of the Daily Operations Report is provided by the County. (See Attachment #8). The Report is to be submitted electronically to the distribution provided by the County. Failure to complete and submit the Daily Operations Report may result in fines in the form of Liquidated Damages being assessed to the Contractor.

### **D. Monthly Operations Report**

A Monthly Operations Report shall be submitted electronically to the County designee on a template provided by the County. (See Attachment #9). This Monthly Operations Report will serve as the monthly Contractor Invoice. The format of the Daily and Monthly Operations Report(s) may be modified during the term of this contract.

### **E. Accident Reporting**

Contractor personnel shall immediately notify the County regarding any and all disruptions in service, as soon as they occur via phone or comparable equipment, including, but not limited to, vehicle breakdowns, detours, passenger incidents, accidents, delays, and missed runs. Written notification of accidents shall be provided within 24 hours on an approved accident or incident report form. At a minimum, the Contractor shall notify the County of any of the following: (1) collisions between a vehicle and another vehicle, person, or object;

(2) passenger accidents, including falls while passengers are entering, occupying, or exiting the vehicle; (3) incidents of fainting, sickness, or assaults (physical or verbal); (4) vehicle thefts, vandalism, or fires; (5) accidents witnessed by the operator; (6) passenger complaints of injury or property damage; and (7) any complaint involving a passenger, or a Contractor employee.

Contractor shall obtain a police report whenever a bus is involved in an accident, and provide a copy of the report to the County.

Drug and alcohol testing shall be conducted on any operator involved in an accident, per the more stringent of the United States DOT policy, County policy, or Contractor policy.

#### **F. National Transit Database (NTD) Reporting**

Data regarding all public transit service provided by the County must be reported annually to the Federal Transit Administration (FTA). The Contractor shall be required to collect all financial and operational data related to the NTD submission, as directed by the County. It shall be the responsibility of the Contractor to ensure that all reported data meets the FTA definitions and requirements for accuracy. And, it shall also be the Contractor's responsibility to keep the data collection procedures current with the latest FTA guidelines and reporting requirements. The County will prepare the NTD submission based on Contractor provided data.

#### **G. Vehicle reconciliation**

Through the Daily Operations Report, the Contractor shall account for all of the buses on a daily basis. Monthly, the Contractor shall provide to the County a complete reconciliation of all vehicles, including current mileage.

#### **H. Vehicle records**

As stated in the Maintenance Section of this document, all records related to vehicles, including, but not limited to, work orders, inspections, etc. are to be maintained in hard copy and electronically in the DOSSIER system. These records are the property of the County, and access needs to be provided to the County at all times.

**I. Pre and post-trip vehicle inspection reports**

US DOT guidelines for pre and post-trip inspections shall be followed by the Contractor. Any such records shall be made available to the County upon request.

**J. Disaster Recovery Plan**

Within sixty days of execution of the Contract, the Contractor shall provide to the County for approval a written disaster recovery plan to be used in the event of fire or other disaster impacting operations. This recovery plan shall include, at a minimum, adequate facilities, personnel and equipment to allow resumption of essential operating functions within 48 hours of disaster.

**5.8 Miscellaneous**

**A. Advertising**

The County currently contracts with Signal Outdoor Advertising LLC to sell and install advertising on the commuter bus exteriors. The contract with Signal Outdoor Advertising LLC stipulates that access to the buses for the purpose of installing or removing advertising displays will be coordinated directly with the Operating Contractor.

**B. Labor related or other work stoppage**

See Hourly Rates, above. Also, if Contractor fails to provide service as required, Contractor will be subject to Liquidated damages as specified in Section 6.33 of this document.

**5.9 Facility**

The County will provide the transit operations, maintenance and storage facility (TMOF) where the Contractor shall provide operations and maintenance functions in support of the transit service. This Facility is under construction and will be provided to the Contractor in a “brand new” condition.

The Facility is designed to meet projected service levels through 2030. The Facility will be energy and water efficient and LEED certified. The TMOF consists of two buildings; A 20,200 square foot bus maintenance building and a 6,980 square foot administration building. The maintenance building consists of five bus maintenance bays, a detail bay with toilet dump and fare vault with two probe locations, a bus wash bay, secure parts room, electronics repair room, tire room, bench area, lube and reclaim rooms as well as administrative offices with support spaces.

The administration building consists of offices and all necessary support space such as bus vehicle operator ready room and quiet room, bus vehicle operator locker and shower rooms, dispatch and road supervisors' offices, meeting/training room, break room and secured storage.

The site has security fence and gates along the perimeter and includes 90 spaces for employee parking as well as 78 secure parking spaces for the bus fleet. Layouts of the buildings and parking lots are included as Attachment #10 under this solicitation.

The terms for Contractor use of the TMOF are outlined in the License Agreement included as Attachment #1 to this solicitation.

## **6.0 TERMS AND CONDITIONS**

The Contract with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (\*) are mandatory and non negotiable.**

### **6.1 Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Director, Department of Transportation and Capital Infrastructure or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director, Department of Transportation and Capital Infrastructure or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

## **6.2 Contract Term and Service Start Up**

The term of this agreement will be for up to ten year duration, if all options are exercised. The initial term will be from contract award until June 30, 2019. There will be one contract renewal term of a five (5) year period. When Phase Two of the Silver Line project becomes active, with Metrorail in revenue service to Loudoun County, the County and the Contractor will mutually agree on a new service hour rate based on the related service requirements.

Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates or as otherwise required by law. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in the service hour rate shall be negotiated at the renewal dates.

## **6.3 Delays and Delivery Failures**

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

## **6.4 Material Safety Data Sheets**

By law, the County will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

## **6.5 Business, Professional, and Occupational License Requirement**

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL

Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

**6.6 Payment of Taxes**

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

The Contractor shall not be responsible for any personal property tax on property owned by the County and used by the Contractor as part of the Contractor's performance of this agreement.

**6.7 Insurance**

The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property, both owned and in its care, custody and control, of any and all description used in connection therewith.

The Contractor shall be responsible for its work and every part of, and for all materials, tools, equipment, appliances, and property of any and all description used whether owned by the Contractor or by the County. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection with the contract work.

The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, and shall indemnify and save the County harmless against any and all liabilities, claims, demands, actions, costs, and expenses of any kind and nature whatsoever, which may be sustained by County resulting from any action, omission, commission or operation under the Contract. Proof of coverage shall be provided upon the signing of this Agreement.

**A.** The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including

bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

**B.** The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$5,000,000

2. General Liability:

3. Coverage shall be at least as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

4. Minimum Limits

General Liability:	
Per Occurrence:	\$15,000,000
Personal/Advertising Injury:	\$15,000,000
General Aggregate:	\$15,000,000
Products/Completed Operations:	\$15,000,000 aggregate
Fire Damage Legal Liability:	\$100,000
Medical Expense Limit:	\$5,000

5. Automobile Liability:

6. Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors

Minimum Limits

Automobile Liability	
Combined Single Limit:	\$15,000,000
Each Occurrence Limit:	\$15,000,000
Medical Expense Limit:	\$5,000
Garage Keepers Liability	

Coverage sufficient to cover all vehicles stores by the offeror, his agents, representatives, employees or subcontractors.



Minimum Limits

Liability:

Combined Single Limit \$15,000,000

Each Occurrence Limit \$15,000,000

Medical Expense Limit \$5,000

7. Umbrella Liability \$5,000,000 or a total of \$20,000,000 in liability coverage.

8. Fidelity Bond Coverage

Coverage sufficient to cover all participant employees through failure of any of the employees, acting alone or in collusion with others to perform faithfully their duties or to account properly for all monies and property received by virtue of their position or employment.

Coverage: \$250,000.00 blanket coverage

9. Owners' and Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000

**C.** The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
  4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.  
b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
  5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.  
b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.  
c. Any certificates provided shall indicate the Contract name and number.
  6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
  7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
- D** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- E.** The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

- F. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

**6.8 Hold Harmless**

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

**6.9 Safety**

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

**6.10 Permits**

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

**6.11 Notice of Required Disability Legislation Compliance \***

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the County may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans

with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

**6.12 Ethics in Public Contracting \***

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Division of Procurement upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

**6.13 Employment Discrimination by Contractors Prohibited \***

Every Contract of over \$10,000 shall include the following provisions:

- A.** During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B.** The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **6.14 Drug-free Workplace \***

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

#### **6.15 Faith-Based Organizations \***

The County does not discriminate against faith-based organizations.

#### **6.16 Immigration Reform and Control Act of 1986 \***

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

#### **6.17 Substitutions**

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

#### **6.18 Condition of Items**

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral

agreements to the contrary will not be recognized. Only written amendments to the Agreement, signed by both parties, will be valid.

**6.19 Workmanship and Inspection**

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

**6.20 Exemption from Taxes \***

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

**6.21 Ordering, Invoicing and Payment**

All work requested under this Agreement shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Transportation and Capital Infrastructure  
1 Harrison Street, SE  
Leesburg, VA 20175

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments,

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

#### **6.22 Payments to Subcontractors \***

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A.** Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B.** Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

#### **6.23 Assignment \***

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

#### **6.24 Termination**

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written

approval of the County until said work or services are completed and accepted.

**A. Termination for Convenience**

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

**B. Termination for Cause**

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

**C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

**6.25 Contractual Disputes \***

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.



**6.26 Severability \***

In the event that any provision shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**6.27 Governing Law/Forum \***

This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

**6.28 Notices**

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

County Of Loudoun  
Department of Transportation and  
Capital Infrastructure  
Attn: Transit and Commuter Services Manager  
One Harrison Street, SE, MS69  
Leesburg, VA 20177

Copy to be sent to:

County of Loudoun  
Division of Procurement  
1 Harrison Street, SE, MSC41C  
Leesburg, VA 20175

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

## **6.29 Licensure**

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

## **6.30 Authority to Transact Business in Virginia \***

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **6.31 Confidentiality**

### **A. Contractor Confidentiality**

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

## **B. County Confidentiality**

In addition, the County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act.

### **6.32. Counterparts**

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

### **6.33 Liquidated Damages**

The County's customers are largely professionals with over half employed by the Federal Government. The length of their trip, particularly the time spent on the bus, schedule adherence, climate control, and other passenger amenities are major priorities. The County's patrons have high expectations and since most have automobiles, they are choice riders. As such, they demand a higher level of service. This fact exerts a strong influence on the County's selection of a Contractor.

The County will suffer damage if the service rendered by the Contractor is inadequate; however the County is unable to precisely quantify actual damages for inadequate services rendered under this contract. Therefore the County may apply liquidated damages for inadequate service delivery. The County has identified the service delivery infractions, has indicated the nature of the damage that would be suffered due to each type of infraction and has assigned an amount of liquidated damage to each. These liquidated damage values may be subject to negotiation during contract negotiation.

The County will inform the Contractor of any infraction when they are brought to the County's attention. The Contractor will have five business days to research the infraction and respond to the County. The County will also inform the Contractor of the result of the County's investigation(s).

Based on this information, the County will inform the Contractor of any liquidated damages that may be applied.

**A listing of the liquidated damages for this contract can be located in Attachment #4 to this document.**

Failure to assess liquidated damages in any circumstance does not negate or abridge the County's right to assess such damages in the future for the same infraction or infractions of the Contract for which the County previously waived or failed to assess such damages

**6.34 Survival of Terms**

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes, Guarantees) of these Terms and Conditions continue and survive in full force and effect.

**6.35 Non-Waiver**

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

**6.36 Performance Bonds**

The following security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

**A. Performance Bond**

A performance bond conditioned upon the faithful performance of the contract in strict conformity with parties' contract and satisfactory to the County. The performance bond may be a corporate surety bond, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher. In lieu of a corporate surety bond,, an offeror may furnish a certified check, cashier's check, or cash escrow in the face amount required for the performance bond. If approved by the County Attorney's Office, an offeror may furnish a bank or savings institution's letter of credit on certain designated funds in the face amount required for the performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety bond.

The performance bond shall be in an amount equal to one hundred percent (100%) of the estimated cost of the first year of the Contract; and

- B. The amount of the performance bond shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.
- C. As a condition of the performance bond, Contractor is required to discharge its obligations under the parties' Agreement as required in the Agreement and then, the performance bond will be void; otherwise, the performance bond shall remain in full force and effect until the Agreement is performed as determined by the County.
- D. If at any time, any surety or sureties become insolvent or are determined by the County to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.
- E. The Contractor shall not be precluded from requiring each subcontractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such subcontractor.

#### **6.37 Access To and Inspection of Work**

The Loudoun County Purchasing Agent and designee, Contract Administrator and using agencies shall, at all times, have access to the work being performed under this Contract wherever it may be in progress or preparation.

#### **6.38 Project Audits**

- A Except as otherwise may be provided herein, the Contractor shall maintain books, records and documents of all costs and data in support of the services provided. The County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:
  - 1. If the Contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs.
  - 2. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract.
  - 3. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,

4. If it becomes necessary to determine the County's rights and the Contractor's obligation under the Contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
  5. At any other time as may be required or authorized by Virginia Law.
- B. These provisions for an audit shall give the County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- C. Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the County for a period of three years thereafter, at all reasonable times at the office of the Contractor but without charge to the County, all its books, records, documents and other evidence bearing on the costs and expenses of the services relating to the work.
- D. The County's right to audit and the preservation of records shall terminate at the end of the three years as stated herein. The Contractor shall include this "Right of Audit and preservation of records" clause in all subcontracts issued by it and they shall require same to be inserted in all lower tier subcontractors in their subcontracts, for any portion of work.
- E. Should the Contractor fail to include this clause in any contract or lower tier contract, or otherwise fail to insure County's rights, the Contractor shall be liable to County for all reasonable costs, expenses, attorney's fee which County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to County from said persons under this clause. Such audit may be conducted by County or its authorized representative.

#### **6.39 General Guaranty**

Contractor agrees to:

- A. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- B. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  1. Furnish adequate protection against damage to all work and to repair damage of any kind to the building or equipment, to

- his or her own work or to the work of other contractors, for which his or her workers are responsible.
2. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
  3. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

#### **6.40 Service Contract Guaranty**

Contractor agrees to:

- A.** Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- B.** Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance and exercise there in the highest degree of skill and competence.
- C.** All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- D.** Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the Contract.
- E.** Stipulate that the presence of a County inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented.
- F.** During the Contract period, the County will have immediate and unrestricted access to all vehicles and all maintenance records during planned and unannounced visits or inspections of the fleet and records associated with their maintenance and repair. This includes total access to any paper files or electronic program or system(s), which maintain any records (present or historical) for Loudoun County assets supplied under this contract.
- G.** During the Contract period, the County shall have, at its sole discretion, the authority to place out of service any unit or revenue vehicle or fleet type for any safety reason upon inspection, until

repairs are completed to ensure the vehicle or vehicles are safe for service. Such action does not relieve Contractor of its' obligation to provide service under the terms of the contract.

## 7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

### QQ-01849 PROPOSAL EVALUATION MATRIX

### Maximum Points

1	Demonstrated recent experience in providing similar commuter bus services on a scale equal to or greater than what is being requested. Demonstrated firm's ability to hire and employ the necessary personnel to complete all work as outlined in this RFP	20	_____
2	Demonstrated experience in maintaining commuter coaches (preferably MCI D4500s) and transit buses (preferably Gilligs), including the proposed maintenance plan	10	_____
3	Demonstrated sufficient staffing plan and resources including resumes and credentials of key positions, proposed pay scale, benefits and any staff incentives	20	_____
4	Viability of start-up plan / timeline, including resources devoted to each task	15	_____
5	Cost of Services	35	_____
		Total Points	=====



The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

## **8.0 PROPOSAL SUBMISSION FORMAT**

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

### **Proposal Format**

#### **8.1 Statement of Experience**

- A.** A proposal section detailing offeror's experience with operating commuter bus service(s) in a major metropolitan region, on a scale equal to or greater than what is requested herein.
- B.** Most current two years of safety experience and ratings.
- C.** Include a minimum of three (3) current references from similar transit operations. Detailed with: Reference (contact person name, title, full address, email, and telephone number of a reference within each agency); period of contract; value of contract; services offered and results. The County may contact these agencies for references.

*Failure to include references shall be cause for rejection of proposal as non-responsive. Firm hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.*

- D.** Indicate whether your firm has ever been debarred by a public agency or have had a contract terminated due to performance issues.

## **8.2 Maintenance Plan**

- A.** A detailed plan of maintaining the County – owned and leased buses in a safe and responsible manner.
- B.** A complete staffing plan, including a table of organization that details the number of technicians and cleaners, and certification levels as appropriate.
- C.** A plan for insuring that preventive maintenance is performed per the requirements of the contract.
- D.** A plan for internal quality audits.

## **8.3 Staffing Plan**

- A.** A comprehensive staffing plan including:
  - 1. A table of organization
  - 2. Resumes of all key positions
  - 3. Staff retention and incentive strategies
  - 4. Pay scales, and description of benefits
- B.** A detailed operator training program including:
  - 1. The components / modules
  - 2. Duration of classroom portion
  - 3. Behind the wheel and route training hours and format
  - 4. Testing elements.

## **8.4 Startup Plan and Timeline**

- A.** A detailed timeline and description of all startup activities including:
  - 1. Workforce hiring and training
  - 2. The staff member responsible for each startup task
  - 3. Overall responsibility for startup to meet the contract effective date
  - 4. Installation of any required office or maintenance equipment or systems.

## **8.5. Financial Statement**

Most current two years of certified financial statement. Mark as proprietary if necessary.

## **8.6 Compliance with Terms and Conditions**

State your firm's compliance with the Terms and Conditions as listed in Section 6.0. Specifically list any deviations.

## **8.7 Pricing Page Information**

Fill out the pricing page at Attachment #11

# **9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

## **9.1 Preparation and Submission of Proposals**

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on April 3, 2014. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. proposals will be publicly accepted and logged in at the time and date specified above.
- G. Proposals may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.
- H. Each offeror shall submit one (1) original of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

## **9.2 Questions and Inquiries**

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in

advance of the proposal opening date. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

### **9.3 Firm Pricing for County Acceptance**

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

### **9.4 Unit Price**

Quote unit price on quantity specified and extend and show total. In case of errors in extension, unit prices shall govern.

### **9.5 Proprietary Information**

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

### **9.6 Authority to Bind Firm in Contract**

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice-President must sign.
- Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

### **9.7 Withdrawal of Proposals**

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

### **9.8 County Furnished Support/Items**

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

### **9.9 Subcontractors**

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

### **9.10 References**

All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

### **9.11 Late Proposals**

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

### **9.12 Rights of County**

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of

a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

**9.13 Prohibition as Subcontractors**

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

**9.14 Proposed Changes to Scope of Services**

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

**9.15 Work Plan**

The offeror must provide a detailed work plan in calendar days describing the individual tasks to be performed and the relative scheduling of those tasks including a detailed listing of County and offeror resources, according to skill level. All deliverable items should be identified and described.

**9.16 Miscellaneous Requirements**

- A.** The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B.** Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C.** Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D.** The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

#### **9.17 Notice of Award**

A Notice of Award will be posted on the County's web site ([www.loudoun.gov](http://www.loudoun.gov)) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

#### **9.18 Protest**

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

#### **9.19 Debarment**

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

#### **9.20 Proof of Authority to Transact Business in Virginia**

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

#### **9.21 Cooperative Procurement**

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

#### **9.22 W-9 Form Required**

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

**9.23 Insurance Coverage**

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

**9.24 Legal Action**

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.





Loudoun County, Virginia

Division of Procurement  
One Harrison Street, 4th Floor  
Leesburg, Virginia 20175

## 10.0 OPERATION AND MAINTENANCE OF THE COMMUTER BUS SYSTEM PROPOSAL SUBMISSION FORMS

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN \_\_\_\_\_

Hereby agree to provide the requested services as defined in Request for Proposal No. QQ-01849 for the price as stated in the price proposal.

- A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form: (Sect 9.22)	_____
2. Certificate of Insurance: (Sect 9.23)	_____
3. Addenda, if any (Informality):	_____

- B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (Sect 9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	_____
4. Minimum Qualification Documentation: (Sect 4.0)	_____
5. References (on County form): (Sect 8.1.C)	_____

6. All Documents required in Section 8.0 \_\_\_\_\_

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of person authorized to bind the Firm (Sect 9.6): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.*



## Loudoun County, Virginia

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

***THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL***

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

References for:

Bidders shall provide references on this form.

1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_
4. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type of Services Provided: \_\_\_\_\_

### HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01849

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other \_\_\_\_\_

### SERVICE RESPONSE CARD

QQ-01849

Date of Service: \_\_\_\_\_

#### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •  
PO Box 7000 • Leesburg, VA 20177**

**RIDER CLAUSE**  
Use of Contract by Members of the  
Northern Virginia Cooperative Purchasing Council and  
the Metropolitan Washington Council of Governments

RFP Operation and Maintenance of Commuter Bus System

QQ- 01849

This clause is intended to allow a successful contractor to offer the goods and services of the proposal to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful contractor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the offeror's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify an offeror nor adversely affect the award of the contract.

**OFFEROR'S AUTHORIZATION FOR PARTICIPATION:**

YES	JURISDICTION	YES	JURISDICTION
	City of Alexandria, VA		Loudoun County Sanitation Authority
	Alexandria Public Schools		City of Manassas, VA
	Alexandria Sanitation Authority		City of Manassas Park, VA
	Arlington County, VA		City of Manassas Public Schools
	Arlington Public Schools		Maryland - National Capital Park & Planning
	Charles County Public Schools		Commission
	City of Bowie, MD		Metropolitan Washington Airports Authority
	City of College Park, MD		Metropolitan Washington Council of Governments
	Culpeper County, Virginia		Winchester, VA
	District of Columbia		Montgomery College
	District of Columbia Courts		Montgomery County, MD
	District of Columbia Schools		Montgomery County Public Schools
	District of Columbia Water & Sewer Authority		Northern Virginia Community College
	City of Fairfax, VA		Northern Virginia Planning District Commission
	Fairfax County, VA		Prince George's County, MD
	Fairfax County Public Schools		Prince George's County Public Schools
	Fairfax County Water Authority		Prince William County, VA
	City of Falls Church, VA		Prince William County Public Schools
	Fauquier County, VA		Prince William County Service Authority
	Fauquier County Schools		Town of Purcellville, VA
	City of Frederick, MD		City of Rockville, MD
	Frederick County, MD		Spotsylvania County Schools
	Frederick County Public Schools		Stafford County, VA
	City of Gaithersburg, MD		Stafford County Public Schools
	George Mason University		City of Takoma Park, MD
	City of Greenbelt, MD		Upper Occoquan Sewage Authority
	Town of Herndon, VA		Town of Vienna, VA
	Town of Leesburg, VA		Washington Metropolitan Area Transit Authority
	Loudoun County Public Schools		Washington Suburban Sanitary Commission
			Winchester Public Schools

OFFEROR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

This form must be completed and returned with proposal.

Revised 6/2006

## ATTACHMENT 1 LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "License") is dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("County" and/or "Licensor"), and \_\_\_\_\_, ("**Contractor**" and/or "**Licensee**") (collectively, the "parties") with reference to the following:

- A. The County owns property upon which is constructed a Transit Maintenance and Operation Facility ("Facility"), the purpose of which is to maintain and service the County's transit bus fleet.
- B. The Facilities are located at 42031 and 42075 Loudoun Center Place in Leesburg, Virginia 20176 and consists of two separate but related buildings and two separate parking lots.
- C. The County and Licensee wish to enter into this License by which County shall provide Licensee with the right to use the Facility contingent upon the parties' underlying Agreement for Service whereby Licensee provides Operation and Maintenance of Commuter Bus System to the County.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, the parties agree as follows:

The Licensee shall provide services in accordance with the following, in order of precedence: the Agreement for Service, including this License incorporated therein; the Licensee's proposal dated \_\_\_\_ (Exhibit I); and the County's Request for Proposal dated \_\_\_\_ (including all addenda) (incorporated by reference) (Exhibit II). In the event that Exhibits I and II contradict or limit the Agreement for Service, the Agreement for Service shall prevail.

### **1. Agreement to License**

This License sets for the basic terms and conditions upon which the Facility is licensed by County to Licensee. This License is attached to and incorporated into the parties' Agreement for Service. The terms and conditions of the Agreement for Service are as if set forth herein.

### **2. Term of License**

The term of this License shall be as set forth in the Agreement for Service. The extension of this License is contingent upon the extension of the Agreement for Service. If the Agreement for Service is terminated for any reason, this License too shall be terminated. In the event that the parties agree to extend the term of the Agreement for Service, an amendment to this License confirming the extension of the Term shall also be executed and delivered.

### **3. Licensee's Use of Facility**

- A. License. This is a License permitting the Licensee to use the Facility so as to carry out its contractual requirements under the Agreement for Service. This is not a lease, and no property rights have been granted to the Licensee under this License. Only work performed under the Agreement for Service shall be allowed in the Facility. All other work or activities are prohibited.
- B. Only those employees of the Licensee and the Licensees contractors shall be authorized to use the Facility for Licensee Purposes.
- C. Supervision and Conduct. Licensee shall be responsible for the supervision and control of activities of its employees and contractors' employees, on all County premises, including the Facility, when such employees are within the scope of their employment with Licensee. In no event shall County or its employees or agents be liable for any use by Licensee, or by Licensee's employees and agents, of the Facility, or for any loss, claim, damage or liability of whatsoever kind or nature that may arise in connection with this License.
- D. Equipment. Licensee's right to use Facility shall extend to any County owned equipment identified on ATTACHEMNT #1, Exhibit A. If new equipment is added to the Facility by the County for use by Licensee that equipment will be added to ATTACHMENT #1, Exhibit A through amendment.
- E. Licensee Compliance. At all times relevant to its use of Facility, Licensee shall comply with all applicable federal, state and local laws, regulations, ordinances and rules.

### **4. Industrial General Permit**

- A. Requirement.  
TMOF is considered a "land transportation and warehousing facility" under Virginia Administrative Code (VAC) 25-151. As such, this Facility will be required to be registered under the Virginia Department of Environmental Quality Industrial General Permit. The Contractor will be required to develop the registration statement and associated Stormwater Pollution Prevention Plan (SWPPP) called for under this regulation as outlined under Sector P for Land Transportation and Warehousing; Local and highway passenger transportation.



B. Registration Statement.

The Contractor shall prepare the registration statement [DEQ-Water Form SWGP-VAR05-RS (7/09)-r4] and submit it to the County for review and signature along with the completed SWPPP accompanied by a check for the required \$500.00 permit fee. The County will submit the Registration Statement to DEQ with the required payment.

C. Storm Water Pollution Prevention Plan (SWPPP)

The Contractor will develop and implement a SWPPP adequate for this Facility. The SWPPP must be completed prior to submittal of the registration statement. The SWPPP shall adequately address all of the general requirements (9VAC25-151-80) as well as the appropriate sectors of Part IV (Sector Specific Permit Requirements) as they pertain to Sector P facilities.

D. Requirements Subject to Change.

This section is subject to change to reflect future versions of the Virginia Department of Environmental Quality (DEQ) Industrial General Permit. The Contractor must meet all obligations under that permit.

E. SWPPP Development.

- 1) A County staff member will be designated part of the required Pollution Prevention Team;
- 2) The County must approve all structural and non-structural Best Management Practices (BMP) before they are implemented;
- 3) Contractor shall perform and provide routine Facility inspections and resulting documentation;
- 4) County will provide Contractor employee training as it relates to stormwater management and the SWPPP;
- 5) Structural BMPs will be maintained by the County; however, these BMPs shall be inspected by the Contractor during the routine Facility inspections.
- 6) The County will conduct comprehensive site compliance evaluations as required and shall prepare the resulting reports.
- 7) The SWPPP will be signed and certified by the appropriate County representative.
- 8) The Contractor shall be responsible for conducting the benchmark monitoring requirements as outlined in 9VAC25-151-230. Sector P, Table 230.
- 9) The monitoring reports shall be submitted to the County and a copy filed with the SWPPP.

## **5. Spill Prevention Control and Countermeasure Plan**

### **A. Requirement.**

TMOF will store and handle petroleum-based products in sufficient amounts to require the development and implementation of a Spill Prevention Control and Countermeasure (SPCC) Plan. The Contractor shall develop and implement a SPCC plan for this facility as outlined in 40 Code of Federal Regulation (CFR) 112.

### **B. Storage Tanks.**

Above-ground storage tanks (ASTs) with a storage capacity greater than 660 gallons, which store petroleum-based products are required to be registered with DEQ. The Facility will utilize two 1,000 gallon ASTs for the storage of motor oil and waste oil. The Contractor shall prepare the registration statement for these tanks [DEQ Form 7540-AST (10/08)] and submit it to the County for review and signature. The County will be responsible for submitting the form to DEQ with the required payment.

### **C. Plan Development.**

- 1) The County will be designated as the “owner” and the Contractor shall be designated as the “operator” in the SPCC plan;
- 2) The SPCC plan must be signed and certified by a professional engineer (PE) registered in the Commonwealth of Virginia. The Contractor is responsible for obtaining the PE signature and certification for this plan;
- 3) The County will review the plan and provide comments prior to signature and certification by the PE;
- 4) The County has an existing contract with a spill response company. This company and their associated contact information shall be named as the spill response company in the SPCC plan;
- 5) The Contractor must plan and conduct annual spill response training;
- 6) To provide adequate oversight, a County representative will review all training programs associated with this plan and that person will also be included in all trainings associated with this plan;
- 7) The Contractor is responsible for conducting and documenting all inspections associated with the SPCC plan; and
- 8) Routine Facility inspections and resulting documentation shall be performed by the Contractor. Results of these inspections shall be submitted to the County and filed with the SPCC plan.

## **6. Condition of Property; Maintenance**

Except as specifically provided in this License, Licensee acknowledges and agrees that the Facility is licensed to Licensee in an "AS IS, WHERE IS," CONDITION, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUBJECT TO ALL DEFECTS, LATENT OR PATENT, KNOWN AND UNKNOWN, APPARENT OR HIDDEN, INCLUDING ENVIRONMENTAL CONDITIONS AND MATTERS, WHICH CURRENTLY EXIST OR MAY IN THE FUTURE ARISE. LICENSEE HEREBY WAIVES ALL RIGHTS, REMEDIES AND CAUSES OF ACTION AGAINST COUNTY RESULTING FROM OR RELATING TO THE CONDITION OF THE SITE. By executing this License, Licensee acknowledges that it has had the opportunity to inspect the Facility, and is relying solely on that inspection, and not on any representation or warranty of County in licensing the Facility.

Licensee shall, at its own expense, maintain in good working order, condition and repair certain portions of the Facility, furnishings and equipment as identified in ATTACHMENT #1, EXHIBIT B and any personal or Licensee property used in the operation of the Facility. Licensee shall keep the Facility free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

County shall, at its own expense, maintain in good working order, condition and repair certain portions of the Facility as described in ATTACHMENT #1, EXHIBIT C.

Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold County harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes at the Facility if caused by Licensee or persons acting under Licensee. Licensee shall execute such affidavits, representations and the like from time to time as County may reasonably request concerning Licensee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes at the Facility.

For purposes of this License, the term "Hazardous Substances" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and

it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

Notwithstanding the foregoing, County represents and warrants that to the best of its knowledge and belief there are no hazardous materials on, in or under the Facility, unless otherwise disclosed. County will not knowingly bring any hazardous materials to the Facility.

**7. Insurance**

All property of Licensee, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers, in and on any Site shall be and remain at the sole risk of Licensee, its employees, agents or business invitees, County shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall County be liable for the interruption or loss to Licensee's business arising from any of the above described acts or causes. County shall not be liable for any personal injury to Licensee, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers arising from the use, occupancy and condition of the Facility.

**8. Indemnity; Waiver**

Licensee hereby waives any right of recovery against County or its employees, officers, and directors for any claim, loss, liability, injury or damage that is covered by any policy of property insurance maintained by Licensee (or would have been insured against if Licensee had complied with its obligations under this License) with respect to this License. Licensee will cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Facility.

## ATTACHMENT #1, EXHIBIT A Equipment List

Spec Section	Component
10 52 00	Tire Inflation Cage
11 11 13	Air Compressor
11 11 18	<b>Fluid Dispensing</b>
11 11 18	PUMP Antifreeze 1+2 and Windshield Washer Fluid
11 11 18	PUMP (Gear Oil Motor Oil, ATF)
11 11 18	Oval gear meter with electronic digital LCD display
11 11 18	FILTER REGULATOR LUBRICATOR SERIES
11 11 18	AUTOMATIC WASTE OIL OVERFILL SHUT OFF
11 11 18	"ZEPHYR" MOBILE WASTE OIL COLLECTOR –
11 11 18	FILTER REGULATOR LUBRICATOR SERIES
11 11 26	<b>Bus Wash System (Attachment #1, Exhibit A, Addendum 1)</b>
11 52 00	<b>Hydraulic Press</b>
	Frame
	PUMP
	Drake
	Ultrasonic cleaner
	Heavy Duty Work Bench
	18 Inch Drill Press
	10 inch Grinder
	Tire Inflation
	Welding Fume Extractor
	Hot Water Pressure Washer
11 58 00	Battery Equipment
14 45 00	Steril Koni Lifts
14 62 10	Work Station Crane
23 35 16	Vehicle Exhaust System Tubing Reels
	Lube Product Piping
	Above Ground Fluid Tanks

Flammable Material's Cabinet  
Drawer Cabinets  
Parts Rack

Security    CCTV, NVR and cameras to include PTZ

## **ATTACHMENT #1, EXHIBIT B**

### **Licensee's Responsibilities**

#### **A. Buildings**

1. Take reasonable and customary care in use of the buildings.
2. Develop and adhere to an energy conservation plan approved by the County. Cost of excess energy usage resulting from failure to adhere to the approved plan will be the responsibility of the Licensee. The excess cost shall be withheld from payments due to the Licensee under the Agreement for Service.
3. Report maintenance problems or damage in a timely manner by designating two staff people per shift with the responsibility to submit routine and emergency work requests. Reporting instructions will be provided by the County upon Contractor occupancy.
4. Allow County unlimited access to buildings during business hours; emergency access afterhours.
5. Provide routine and cyclical housekeeping on a schedule that ensures clean and sanitary conditions.
6. Maintain coated and/or sealed floor surfaces in accordance with manufacturer's guidelines; strip and recoat surfaces when needed with the same materials following manufacturer's guidelines or use an alternative coating that has been approved by the County.
7. Store hazardous materials in conformance with all local, state and federal regulations.
8. Allow periodic inspections by County of housekeeping and hazardous materials storage.
9. Make no changes to the buildings without written permission from the County.
10. Enforce a no smoking policy inside the buildings.
11. Do not place signs on the building without written permission of the County.

#### **B. County Furnished Installed and Freestanding Equipment: (identified in ATTACHMENT #1, EXHIBIT A or as added during the term of the Agreement.)**

1. Follow manufacturer's instructions for proper and safe use.
2. Provide routine and preventive maintenance according to manufacturer's recommendations; keep written records of maintenance; provide records to County when requested. (Develop a weekly, quarterly, and annual checklist for each piece of equipment to record performance of all required maintenance for County approval. Provide maintenance record to County when requested). Obtain any periodic certifications required by the manufacturer or by any authority having jurisdiction over the certification of the equipment.

3. Procure preventive maintenance and service contract for bus washing equipment from a vendor who has a minimum of three years' experience servicing similar equipment.
4. Report incidents of frequent equipment failure or the need for major repair to the County in a timely manner. Reporting instructions will be provided by the County during initial Contractor occupancy.
5. Written County approval is required before the installation of any equipment provided hereunder. Assume responsibility for maintenance of approved new equipment at no cost to the County.
6. Return County owned equipment at the end of the Agreement for Service in good condition, except for normal wear and tear.

**C. Furnishings**

1. Take reasonable care in use of furnishings.
2. Promptly report to County problems with or damage to furnishings.
3. At end of Agreement for Service, return furnishings in good condition, except for normal wear and tear.
4. Clearly identify Licensee owned furnishings; devise method for identifying furnishings mutually acceptable to Licensee and County; furnishings not identified per the agreed method shall be considered property of the County at County's sole discretion.

**D. Parking Areas and Sidewalks**

1. Provide snow removal and deicing for the entire Facility as needed.
2. Repair any damage caused by snow removal or deicing.
3. Keep parking areas and sidewalks free of litter.
4. Promptly clean-up oil or fuel spills as required by regulations.
5. Parking is for employees of the Licensee or its contractors; no unlicensed vehicles are permitted to be parked on the lots.
6. Food trucks are not permitted.
7. No vehicles are to be sold on the property.

**E. Grounds**

1. Maintain appearance of grounds in a condition comparable to County occupied properties at Loudoun Center Place, Courage Court and Meadowview Court.
2. Create a designated smoking area(s) at least 25 feet from entrances to the buildings; provide appropriate containers for disposal of smoking materials at designated location(s); enforce proper disposal of smoking materials and distance from building entrances.
3. Provide dumpster(s) for trash and dumpster(s) for recycling and trash pickup service to empty dumpsters on a schedule that prevents accumulation of debris around dumpsters.



4. Storm Water Pollution Prevention Plan (SWPPP) must be strictly adhered to.
5. Do not store anything outside at the Facility without written approval of the County.
6. Do not place structures such as storage sheds on the Facility grounds without written approval from the County.
7. Do not place exterior signs at the Facility without written approval of the County.

**F. Security System**

1. Report maintenance problems with card access to County in a timely manner to ensure site security.
2. Maintain and repair video surveillance system.

**G. Data/Telecom**

1. Maintain IT infrastructure and connected components.

**H. Equipment Repair**

1. Unless otherwise provided herein or otherwise agreed to by the parties, the County will make all necessary repairs, including replacements, to the Facility. If, in the sole opinion of the County, repairs or replacements are required due to negligence or misconduct by the Licensee, or its agents, employees and contractors or failure to maintain by the Licensee, the cost of any repairs and replacement shall be withheld from payments due to the Licensee under the Agreement for Service.

## **ATTACHMENT #1, EXHIBIT C**

### **County's Responsibilities**

#### **A. Buildings Generally**

1. Inspect buildings quarterly or when deemed necessary by the County.
2. Provide routine, emergency and preventive maintenance of the buildings (roof, walls, and foundation) and systems (HVAC, life-safety, electrical, plumbing and security).
3. Replace or renovate building systems as needed and at County's sole discretion.
4. Pay for utilities.
5. Repaint interior, at County's discretion.
6. Replace flooring, at County's discretion.

#### **B. Installed Equipment**

1. Inspect equipment condition quarterly or when deemed necessary by County.
2. Replace equipment at the end of its useful life or at County's discretion.

#### **C. Furnishings**

1. Inspect furnishings quarterly or when deemed necessary by County.
2. Replace or repair furnishings when needed or at County's discretion.

#### **D. Parking Areas and Sidewalks**

1. Repair, resurface, restripe and replace as needed, at County's sole discretion.
2. Maintain parking lot lights.

#### **E. Grounds**

1. Repair or replace fencing, gates and gate controllers as needed.
2. Maintain installed systems that support the operation of the buildings (i.e. rainwater harvesting system).
3. Ensure compliance with the Storm Water Pollution Prevention Plan.
4. Inspect, maintain, and repair the oil/water separator.

#### **F. Security System**

1. Maintain card access system; issue access cards
2. Retain key control and issue replacement keys and cores.

**G. Data/Telecom**

1. Maintain telephone system.
2. Issue phone numbers for the commuter bus operation and retain those phone numbers at the end of the Agreement.

**H. Equipment Repair and Replacement**

1. Unless otherwise provided herein or otherwise agreed to by the parties, the County will make all necessary repairs, including replacements, to the Facility. If, in the sole opinion of the County, repairs or replacements are required due to negligence or misconduct by the Licensee, or its agents, employees and contractors or failure to maintain by the Licensee, the cost of any repairs and replacement shall be withheld from payments due to the Licensee under the Agreement for Service.

## ATTACHMENT #2 FLEET INVENTORY REPORT

### Fleet Inventory - Effective January, 2014

Bus Number	Company/Agency	State	Vehicle Make	Model	Color	Year	Mileage as of 12/31/2013
71001	Loudoun County Transit	VA	MCI	D4500	White	2004	502,935
71002	Loudoun County Transit	VA	MCI	D4500	White	2004	508,456
71003	Loudoun County Transit	VA	MCI	D4500	White	2004	530,143
71004	Loudoun County Transit	VA	MCI	D4500	White	2004	514,927
71005	Loudoun County Transit	VA	MCI	D4500	White	2004	497,582
71006	Loudoun County Transit	VA	MCI	D4500	White	2004	525,381
71007	Loudoun County Transit	VA	MCI	D4500	White	2004	515,367
71008	Loudoun County Transit	VA	MCI	D4500	White	2004	518,406
71009	Loudoun County Transit	VA	MCI	D4500	White	2004	520,056
71010	Loudoun County Transit	VA	MCI	D4500	White	2004	501,866
71011	Loudoun County Transit	VA	MCI	D4500	White	2004	507,580
71012	Loudoun County Transit	VA	MCI	D4500	White	2004	531,051
71013	Loudoun County Transit	VA	MCI	D4500	White	2004	495,682
71014	Loudoun County Transit	VA	MCI	D4500	White	2004	488,560
71015	Loudoun County Transit	VA	MCI	D4500	White	2004	529,139
71016	Loudoun County Transit	VA	MCI	D4500	White	2004	503,818
71017	Loudoun County Transit	VA	MCI	D4500	White	2004	467,877

71018	Loudoun County Transit	VA	MCI	D4500	White	2004	457,992
71019	Loudoun County Transit	VA	MCI	D4500	White	2004	517,531
71020	Loudoun County Transit	VA	MCI	D4500	White	2004	494,042
71021	Loudoun County Transit	VA	MCI	D4500	White	2004	481,829
71022	Loudoun County Transit	VA	MCI	D4500	White	2004	523,644
71023	Loudoun County Transit	VA	MCI	D4500	White	2005	463,096
71024	Loudoun County Transit	VA	MCI	D4500	White	2005	457,222
71025	Loudoun County Transit	VA	MCI	D4500	White	2006	403,585
71026	Loudoun County Transit	VA	MCI	D4500	White	2006	406,565
71027	Loudoun County Transit	VA	MCI	D4500	White	2006	421,353
71028	Loudoun County Transit	VA	MCI	D4500	White	2006	430,941
71029	Loudoun County Transit	VA	MCI	D4500	White	2006	427,069
71030	Loudoun County Transit	VA	MCI	D4500	White	2006	438,813
71031	Loudoun County Transit	VA	MCI	D4500	White	2006	404,694
71032	Loudoun County Transit	VA	MCI	D4500	White	2007	398,169
71033	Loudoun County Transit	VA	MCI	D4500	White	2007	403,505
71034	Loudoun County Transit	VA	MCI	D4500	White	2008	309,965
71035	Loudoun County Transit	VA	MCI	D4500	White	2008	327,159
71036	Loudoun County Transit	VA	MCI	D4500	White	2009	277,440
71037	Loudoun County Transit	VA	MCI	D4500	White	2009	289,058
71038	Loudoun County Transit	VA	MCI	D4500	White	2009	287,561
71039	Loudoun County Transit	VA	MCI	D4500	White	2010	232,656
71040	Loudoun County Transit	VA	MCI	D4500	White	2010	194,927

71041	Loudoun County Transit	VA	MCI	D4500	White	2010	193,508
71042	Loudoun County Transit	VA	MCI	D4500	White	2010	185,827
71043	Loudoun County Transit	VA	MCI	D4500	White	2010	150,807
71044	Loudoun County Transit	VA	MCI	D4500	White	2010	193,615
71045	Loudoun County Transit	VA	MCI	D4500	White	2010	181,976
71046	Loudoun County Transit	VA	MCI	D4500	White	2011	175,680
71047	Loudoun County Transit	VA	MCI	D4500	White	2011	186,679
71048	Loudoun County Transit	VA	MCI	D4500	White	2012	96,348
71049	Loudoun County Transit	VA	MCI	D4500	White	2012	123,457
71050	Loudoun County Transit	VA	MCI	D4500	White	2012	120,486
71051	Loudoun County Transit	VA	MCI	D4500	White	2013	42,476
71052	Loudoun County Transit	VA	MCI	D4500	White	2013	49,395
Contractor leased buses:							
72207	Loudoun County Transit	VA	MCI	D4500	White	2003	731,383
72208	Loudoun County Transit	VA	MCI	DL3	White	1999	664,302
72209	Loudoun County Transit	VA	MCI	DL3	White	2000	787,150
72210	Loudoun County Transit	VA	MCI	J4500	White	2006	687,856
72211	Loudoun County Transit	VA	MCI	J4500	White	2006	681,358
72212	Loudoun County Transit	VA	MCI	DL3	White	2000	681,358
72213	Loudoun County Transit	VA	MCI	J4500	White	2007	603,259
72214	Loudoun County Transit	VA	MCI	D4500	White	2005	28,448
72301	Loudoun County Transit	VA	GMC	Titan 5500	White	2008	255,628
72302	Loudoun County	VA	International	3200	White	2005	

	Transit						289,650
72303	Loudoun County Transit	VA	GMC	Titan 5500	White	2008	248,798
72304	Loudoun County Transit	VA	GMC	Titan 5500	White	2008	231,134
72306	Loudoun County Transit	VA	International	3200	White	2007	228,893

## **ATTACHMENT #3**

### **Loudoun County Drug-Free Workplace Policy**

#### **DRUG-FREE WORKPLACE**

2 Revised April 1, 2008

In an effort to provide a drug-free workplace and to comply with Federal and State regulations, the County prohibits employee consumption of alcohol and the use, distribution, manufacture or possession of illegal controlled substances in the workplace (any County worksite or work location) or during working hours. Violation of this policy may result in immediate dismissal.

- a. To promote employee awareness, the County through the Employee Assistance Program (EAP) provides an ongoing "Drug-Free Workplace" program which includes employee training. The training provides information on:
  - Dangers of drug abuse in the workplace
  - County policy for maintaining a drug-free workplace
  - Signs and symptoms of alcohol and drug abuse
  - Treatment approaches to chemical dependency
  - Economic costs of alcohol and drug abuse to the workplace
  - Penalties which may be imposed for violation of the County's Drug-Free Workplace Policy
  - Available alcohol and drug counseling, rehabilitation, and the Employee Assistance Program (EAP).
- b. As a condition of employment with Loudoun County, employees agree to abide by the terms of this policy and agree to notify their supervisor if convicted of any criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- c. If an employee is convicted of a drug or alcohol related misdemeanor or felony, the County, in accordance with Federal regulations, will take appropriate personnel action up to and including termination or requiring satisfactory participation in a drug abuse assistance or rehabilitation program. Action taken by the County will occur within thirty (30) calendar days of the employee's notice to the County.
- d. If an employee is convicted under a criminal drug law for violations occurring in the workplace, the County will notify the applicable contracting Federal agency from which it is receiving grant funds of this fact within ten (10) calendar days of receiving notice of the conviction from the employee.
- e. Required Actions for Suspicion of Use of Controlled Substances or Alcohol
  1. If you suspect an employee of being under the influence of controlled substances or alcohol at work, report the situation to your supervisor.



2. Supervisors should contact your HR Analyst for guidance regarding the determination of reasonable suspicion and notify your department's liaison in County Administration.
3. If two or more supervisory employees have reasonable cause to believe an employee is under the influence of alcohol or a controlled substance at work, the Department Head or designee will follow these steps (please also refer to administrative guideline HR-29):
  - a. Question the employee (with another supervisor or witness present who has observed the behavior in question) about the reasonable suspicion and evaluate the situation.
  - b. Arrange for transport of the employee to the designated Occupational Health Facility under contract for alcohol and controlled substance testing at the County's expense. If there is any question as to whether the behavior may be due to a serious medical condition, or if the employee is exhibiting threatening behavior, the supervisor should call 911 for assistance.
  - c. Ensure the employee is safely transported to their residence once testing is completed.
  - d. If positive test results occur, initiate a level of disciplinary action that is appropriate in consultation with Human Resources. This step should be taken after positive results of the test.
  - e. Refer the employee to the Employee Assistance Program (EAP). This step should be taken only after a positive test is confirmed. EAP participation is voluntary on the part of the employee.

## ATTACHMENT #4 LIQUIDATED DAMAGES

Infraction	Amount of Damages	Type of Damages
<b>Service Delivery Related Damages</b>		
For purposes of liquidated damages, the AM boarding locations are defined as the first boarding location, and the PM boarding locations are defined as the first boarding location, Rosslyn, the Pentagon, MCI and West Falls Church Metro		
Departing designated boarding location more than one minute in advance of scheduled departure time	\$50 per occurrence	Loss of Ridership
Departing from first boarding location more than 5 minutes, but less than 15 minutes following the scheduled departure time	\$50 per occurrence	Loss of Ridership
Failure to comply with driver uniform standards, after one documented occurrence	\$50 per occurrence	Loss of Ridership
Failure to display the proper vehicle message sign, after one documented occurrence per operator	\$50 per occurrence	Loss of Ridership
Departing from first boarding location more than 15 minute, but less than 60 minutes following the scheduled departure time	\$100 per occurrence	Loss of Ridership
Failure to properly complete and document pre-trip inspections	\$100 per occurrence	Damage or Loss of Equipment
Failure to collect and correctly record the appropriate fare per fare collection procedures, after one documented occurrence	\$100 per occurrence	Loss of Fares
Failure to properly screen and train drivers per the hiring and training standards prior to participation in revenue service	\$100 per occurrence	Loss of Ridership; jeopardizing safety of passengers
Involvement in an avoidable accident, after first occurrence	\$250 per occurrence	Damage or Loss of Equipment
Failure to begin run within 60 minutes of schedule, or to make scheduled run	\$500 per occurrence	Loss of Ridership
Failure to dispatch, within 15 minutes of notification , replacement bus to breakdown with passengers	\$500 per occurrence	Loss of Ridership; jeopardizing safety of passengers
Failure to stop at a designated stop	\$50 per occurrence	Loss of Ridership
Failure to stop at a major stop	\$100 per occurrence	Loss of Ridership
Failure to adhere to the idle policy	\$100 per occurrence	Waste of County Resources

Failure to properly secure a county-owned vehicle, or leaving a county-owned vehicle unattended	\$500 per occurrence	Damage or Loss of Equipment
<b>Reporting Requirements Related Damages</b>		
Failure to comply with County reporting requirements, including deadlines and accuracy	\$50 per occurrence	Loss of Fares and damage or loss of equipment
Failure to report an accident or incident as defined	\$1000 per occurrence	Damage or Loss of Equipment
<b>Maintenance Related Damages</b>		
Failure to adhere to restroom standards	\$50 per occurrence	Loss of Ridership
Failure to adhere to standards of bus cleanliness	\$50 per occurrence	Loss of Ridership
Failure to maintain complete and current vehicle maintenance records and to enter this same information into the DOSSIER system within 8 hours of repair	\$50 per occurrence per day	Damage or Loss of Equipment
Failure to complete general repairs within two business days of notification of problem	\$100 per day overdue	Loss of Ridership
Failure to comply with County fluid analysis program	\$250 per occurrence	Damage or Loss of Equipment
Operating vehicle without heating or A/C per standards	\$250 per occurrence	Loss of Ridership
Failure to maintain buses per PM standards	\$500 per occurrence	Damage or Loss of Equipment
Failure to maintain County-Owned vehicles free of safety defects	\$500 per occurrence	Jeopardizing Passenger Safety
Failure to properly maintain wheelchair lifts per manufacturer guidelines resulting in a failure of the lift while in revenue service	\$1000 per occurrence	Compliance with ADA requirements

## ATTACHMENT #5 LISTING OF PARK AND RIDE LOTS

Lot Name	Location	Parking Fee	Spaces Provided
Ashburn Farm	Summerwood Circle and Ashburn Farm Parkway	Free	20
Ashburn North* ( <a href="#">Schedule and Map</a> )	Russell Branch Parkway and Richfield Way (near Strayer University)	Free	190
Christian Fellowship Church* ( <a href="#">Schedule and Map</a> )	21673 Beaumeade Circle, Ashburn	Free	250
Ashburn Village	Grottoes Drive and Gloucester Parkway	Free	40
Brambleton ( <a href="#">Schedule and Map</a> )	42790 Creighton Road, Ashburn (east of Route 659)	Free	100
Broadlands	Across from the Visitor Center, next to the stone house along Waxpool Road	Free	30
Broadlands South ( <a href="#">Tysons Express Schedule and Map</a> )	Broadlands Southern Walk Village Center near Harris Teeter	Free	75
Broadlands South Second Lot ( <a href="#">Tysons Express Schedule and Map</a> )	Pick up is on Old Ryan Rd at the entrance to the park & ride lot, near the intersection of Ashburn Village Blvd & Old Ryan Rd	Free	160
Broad Run Farms* ( <a href="#">Schedule and Map</a> )	Galilee Methodist Church 45425 Winding Road, Sterling VA	Free	48
Cascades* ( <a href="#">Schedule and Map</a> )	Palisades Parkway and Community Lutheran Church, Potomac Falls, VA	Free	55
Crossroads United Methodist Church	43454 Crossroads Drive, Ashburn (gravel lot located across the street from the church)	Free	90
Dulles North Transit Center* ( <a href="#">Schedule and Map</a> )	Route 606 and Moran Rd, next to the Dulles Greenway	Free	750
Dulles South* ( <a href="#">Schedule and Map</a> )	Stone Ridge Village Center, 42015 Village Center Plaza, Aldie	Free	250
Goose Creek Village ( <a href="#">Schedule and Map</a> )	20785 Century Corner Dr, Ashburn VA 20147	Free	83
Harmony (Hamilton)* ( <a href="#">Schedule and Map</a> )	39464 East Colonial Highway, East of Hamilton	Free	250
Leesburg* ( <a href="#">LC Transit Schedule and Map</a> ) ( <a href="#">Tysons Express Schedule and Map</a> )	19730 Sycolin Road	Free	691

Lowes Island* ( <a href="#">Schedule and Map</a> )	Great Falls Plaza- front and rear parking spaces as signed	Free	65
Our Lady of Hope* ( <a href="#">Schedule and Map</a> )	46639 Algonkian Pkwy, Sterling VA	Free	120
Potomac Station	Potomac Station Drive and River Creek Parkway, Leesburg VA	Free	50
Purcellville* ( <a href="#">Schedule and Map</a> )	St. Andrew Presbyterian Church, 711 West Main Street	Free	78

## ATTACHMENT #11 PRICING PROPOSAL

Pricing Proposal						
1. Service Hour Rate	Fiscal Year 1	Fiscal Year 2	Fiscal Year 3	Fiscal Year 4	Fiscal Year 5*	
	November 1, 2014	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018	
	to June 30, 2015	to June 30, 2016	to June 30, 2017	to June 30, 2018	to June 30, 2019	
	\$	\$	\$	\$	\$	
Estimated Hours*	39250	54500	54500	54500	54500	
Total	\$	\$	\$	\$	\$	
					SERVICE HOUR TOTAL 1. \$	
2. Leased Bus						
Annual Cost Per Bus	\$	\$	\$	\$	\$	
Number Leases**	9	9	9	9	9	
Total	\$	\$	\$	\$	\$	
		LEASED coach - 45 foot / 55 passenger comparably equipped TOTAL 2. \$				
* The arrival of Phase II of the Silver Line of Metrorail to Loudoun County may require a renegotiation of this service hour rate sometime during Fiscal Year 5.						
** During this contract duration, leases may be increased or decreased with 90 days notice.						
					TOTAL COST \$	
					(Service hour total plus Leased Bus Total)	